

**PUBLIC UTILITIES COMMISSION**

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



April 8, 2014

**Advice Letters: 4361-E & 4361-E-A**

Brian Cherry  
Vice President, Regulation and Rates  
Pacific Gas and Electric Company  
P.O. Box 770000  
San Francisco, CA 94177

**SUBJECT: MODIFICATIONS TO DIRECT PARTICIPATION DEMAND RESPONSE RULE 24  
AND RELATED DOCUMENTS IN COMPLIANCE WITH RESOLUTION E-4630**

Dear Mr. Cherry:

Advice Letters 4361-E & 4361-E-A are effective as supplemented of March 3, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph  
Director, Energy Division

February 18, 2014

**Advice 4361-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Modifications to Direct Participation Demand Response Rule 24 and Related Documents in Compliance with Resolution E-4630**

Pacific Gas and Electric Company (PG&E) hereby submits in compliance with Resolution E-4630 modifications to Electric Tariff Rule 24, titled "Direct Participation Demand Response," and related documents.

**Purpose**

In compliance with Ordering Paragraph (OP) 2 of Resolution E-4630, this Tier 1 advice filing modifies the following:

- Electric Rule No. 24 Tariff
- Electric Sample Form 79-1152 – Form CISR-DRP
- Electric Sample Form 79-1160 – Demand Response Provider (DRP) Service Agreement
- Demand Response Provider (DRP) Registration Application Form
- Customer Notification Form Letter for Non-Utility DRPs Serving Residential and Small Commercial Customers

**Background**

On December 4, 2012, the Commission issued D.12-11-025, which adopted policies for the implementation of a new Electric Rule 24, Direct Participation Demand Response, and related documents. Pursuant to D.12-11-025, the Pacific Gas and Electric, Southern California Edison, San Diego Gas and Electric (Joint Utilities) submitted a redlined version of the proposed Electric Rule 24 and the related documents on February 4, 2013. In addition, the Energy Division staff held two workshops during the summer of 2013 to facilitate discussions on the Joint Utilities' proposals. Parties identified a number of issues that required modification of D.12-11-025. On August 9,

2013, parties filed four petitions to modify D.12-11-015.<sup>1</sup>

After the filing of the petitions, some interested stakeholders and Energy Division staff continued to collaborate and address other Rule 24 implementation related issues that were not subject to the petitions. On October 10, 2013, the Joint Utilities filed Tier 3 AL 4298-E et al., which requested Commission approval of the proposed new Electric Rule 24 tariff and forms. The AL filing was submitted to comply with Ordering Paragraph (OP) 35 of D.12-11-025 and included the following documents:

- Electric Rule No. 24 Tariff
- Electric Sample Form 79-1152 – Form CISR-DRP
- Electric Sample Form 79-1160 – Demand Response Provider (DRP) Service Agreement
- Demand Response Provider (DRP) Registration Application Form
- Customer Notification Form Letter for Non-Utility DRPs Serving Residential and Small Commercial Customers

On February 5, 2014, the Commission issued Resolution E-4630, which approved modifications to rules and documents submitted in AL 4298-E. This resolution required the IOUs to file the modifications via a Tier 1 advice letter and include both clean and redline versions of each document. In addition, Resolution E-4630 implements in Electric Rule 24 the changes ordered in Decision (D.) 13-12-029, which addressed the four petitions to modify D.12-11-025 noted above.

The filing would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

### **Protests**

As directed in the Resolution, Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than February 28, 2014, which is 10 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

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<sup>1</sup> Parties filing petitions included 1) the Joint Utilities, EnerNOC, Inc., Comverge, Inc., Johnson Controls, Inc., Alliance for Retail Energy Markets, the Direct Access Customer Coalition, and Office of Ratepayer Advocates (ORA), 2) PG&E, 3) EnerNOC, Inc., Alliance for Retail Energy Markets, and the Direct Access Customer Coalition, and 4) EnerNOC, Inc.

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry  
Vice President, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Per Resolution E-4630, PG&E will reply to any protests to this advice letter no later than March 5, 2014.

### **Effective Date**

PG&E requests that this Tier 1 advice filing become effective on March 3, 2014.

### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service lists for R.07-01-041, R.13-09-011 and A.11-03-001. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

*Brian Cherry /IG*

Vice President, Regulatory Relations

- Attachment A1: Electric Rule No. 24 Tariff
  - Electric Sample Form 79-1152 – Form CISR-DRP
  - Electric Sample Form 79-1160 – Demand Response Provider (DRP) Service Agreement
- Attachment A2: Electric Rule No. 24 Tariff (redline version)
- Attachment B: Electric Sample Form 79-1152 – Form CISR-DRP (redline version)
- Attachment C: Electric Sample Form 79-1160 – Demand Response Provider (DRP) Service Agreement (redline version)
- Attachment D1: Demand Response Provider (DRP) Registration Application Form (clean version)
- Attachment D2: Demand Response Provider (DRP) Registration Application Form (redline version)
- Attachment E1: Customer Notification Form Letter for Non-Utility DRPs Serving Residential and Small Commercial Customers (clean version)
- Attachment E2: Customer Notification Form Letter for Non-Utility DRPs Serving Residential and Small Commercial Customers (redline version)

cc: Service List R.07-01-041  
Service List R.13-09-011  
Service List A.11-03-001

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 E)**

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Igor Grinberg

Phone #: (415) 973-8580

E-mail: ixg8@pge.com and PGETariffs@pge.com

### EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas  
PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **4361-E**

**Tier: 1**

Subject of AL: **Modifications to Direct Participation Demand Response Rule 24 and Related Documents in Compliance with Resolution E-4630**

Keywords (choose from CPUC listing): Compliance, Rules, Forms and Demand Side Management

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: Resolution E-4630

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: \_\_\_\_\_

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: **March 3, 2014**

No. of tariff sheets: 34

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: **New Rule 24, Form 79-1152 and Form 79-1160**

Service affected and changes proposed: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests, dispositions, and all other correspondence regarding this AL are due no later than 10 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**CPUC, Energy Division**  
**ED Tariff Unit**  
**505 Van Ness Avenue, 4th Floor**  
**San Francisco, CA 94102**  
**E-mail: EDTariffUnit@cpuc.ca.gov**

**Pacific Gas and Electric Company**  
**Attn: Brian Cherry**  
**Vice President, Regulatory Relations**  
**77 Beale Street, Mail Code B10C**  
**P.O. Box 770000**  
**San Francisco, CA 94177**  
**E-mail: PGETariffs@pge.com**

**ATTACHMENT A1  
Advice 4361-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
33506-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 1	33139-E
33507-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 2	33140-E
33508-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 3	33141-E
33509-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 4	33142-E
33510-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 5	33143-E
33511-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 6	33144-E
33512-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 7	33145-E
33513-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 8	33146-E
33514-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 9	33147-E
33515-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 10	33148-E
33516-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 11	33149-E
33517-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 12	

**ATTACHMENT A1  
Advice 4361-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
33518-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 13	33150-E
33519-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 14	33151-E
33520-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 15	33152-E
33521-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 16	33153-E
33522-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 17	33154-E
33523-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 18	33155-E
33524-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 19	33156-E
33525-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 20	33157-E
33526-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 21	33158-E
33527-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 22	33159-E
33528-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 23	33160-E
33529-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 24	33161-E

**ATTACHMENT A1  
Advice 4361-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
33530-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 25	33162-E
33531-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 26	33163-E
33532-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 27	33164-E
33533-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 28	
33534-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 29	33165-E
33535-E	ELECTRIC SAMPLE FORM 79-1152 AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24 Sheet 1	33166-E
33536-E	ELECTRIC SAMPLE FORM 79-1160 DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT Sheet 1	
33537-E	ELECTRIC TABLE OF CONTENTS Sheet 1	33445-E
33538-E	ELECTRIC TABLE OF CONTENTS RULES Sheet 21	32997-E
33539-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 26	33169-E





**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 2

**A. APPLICABILITY**

(N)

This Rule establishes the terms and conditions that apply to those entities, which are subject to this Rule, who wish to take part in Direct Participation Demand Response Service ("DR Service"). DR Service is offered by the California Independent System Operator (CAISO) and allows a Demand Response Provider's (DRP's) or a retail customer to participate or "bid-in" directly into the CAISO wholesale energy market for compensation by the CAISO, in accordance with the market awards and dispatch instructions established by the CAISO.

DRP DR Services under this Rule is subject to the dual participation rules. As a general rule, DRPs are prohibited from registering customer accounts that are already registered with another DRP or that are participating in a utility's event-based demand response program(s). (See Section C.2.d for detailed rules)

1. Entities and Services Subject to Rule 24

- a. PG&E acting on behalf of its customers as the Load Serving Entity (LSE), a DRP, UDC, Meter Data Management Agent (MDMA), or Meter Service Provider (MSP).
- b. Affiliates of PG&E acting as a DRP
- c. Non-Utility affiliated DRPs enrolling PG&E Bundled Service customers.
- d. Bundled Service customers acting as a DRP for their own load.

2. Entities Not Subject to Rule 24

- a. Non-Utility DRPs enrolling only Direct Access (DA), Community Aggregator (CA) (for SCE only) or Community Choice Aggregation (CCA) Service customers,
- b. DA, CA or CCA Service customers acting as a DRP for their own load,
- c. Electric Service Providers (ESPs), CAs and CCAs acting as a LSE for DA, CA or CCA Service customers,
- d. Non-Utility affiliated MDMA's and MSPs providing metering services to DA Service customers.

The descriptive headings of the various sections of this Rule have been inserted for convenience of reference only and shall in no way define, modify, or restrict any of the terms and provisions thereof.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 3

**B. DEFINITIONS**

(N)

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in PG&E's tariffs are also found in Electric Rule 1.

1. **AFFILIATE:** Any legal entity in which five percent or more of the outstanding shares are owned, controlled, or held with power to vote, directly or indirectly either by the DRP or any of its subsidiaries; or by the DRP's controlling entity or any of its subsidiaries; or by any company in which the DRP, its controlling entity, or any of the DRP's affiliates, exert substantial control over the operation of the company or indirectly have substantial financial interests in the company which is exercised through means other than ownership. For purpose of this definition, "substantial control" includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of the company. A direct or indirect voting interest of five percent or more by the DRP in an entity's company creates a rebuttable presumption of control.

For the purposes of this Rule, Utility affiliates participating in DR Services are considered "non-Utility DRPs".

2. **CAISO's DR Service:** The CAISO's wholesale DR market mechanism(s), market model(s), and or market product(s) that allow retail customers' loads to be bid in to the CAISO's wholesale energy market.
3. **CAISO's DR System (DRS):** A CAISO's software application that allows a DRP or a retail customer to participate in the CAISO's wholesale energy market using the CAISO's DR Service(s). The CAISO's DRS User Guide can be found in [http://www.caiso.com/Documents/DemandResponseSystem\\_DRS\\_ISOUserGuideVersion2\\_0.pdf](http://www.caiso.com/Documents/DemandResponseSystem_DRS_ISOUserGuideVersion2_0.pdf)
4. **DEMAND RESPONSE (DR):** The load reduction or increase by retail customers in response to a signal or pricing mechanism.
5. **DEMAND RESPONSE PROVIDER (DRP):** An entity providing DR Service(s) to one or more retail customers to bid loads on their behalf into the CAISO's wholesale market using the CAISO's DR Service(s). A DRP can also be a retail customer bidding its own load into CAISO wholesale market using the CAISO's DR Service(s).

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 4

**B. DEFINITIONS (CONT'D.)**

(N)

5. DEMAND RESPONSE PROVIDER (DRP) (Cont'd.)

Any of the following entities may elect to become a DRP: {Utilities}, non-Utility entities such as Electric Service Providers (ESPs), Community Aggregation (CA) and Community Choice Aggregation (CCA) entities who elect to participate in CAISO DR Services with bundled service customers, a third-party who wishes to bid- in bundled service accounts in the CAISO wholesale market, or a bundled service retail customer (bidding in its own load on its own behalf). Unless otherwise specifically stated, all references to "DRP" herein shall refer to all of these entities.

6. DEMAND RESPONSE (DR) SERVICE: DR Service in this Rule generally refers to demand response activities associated with a DRP's or a customer's direct participation in the CAISO's wholesale energy market where a retail customer, either on its own or enrolled in a DRP's DR Service, changes its electric demand in accordance with the market awards and dispatch instructions established by the CAISO.

7. DRP's DR Service: A DR program or service provided by the DRP to one or more retail customers to bid loads on their behalf into the CAISO wholesale energy market using the CAISO's DR Service(s).

8. EVENT-BASED DEMAND RESPONSE: The dispatchable load reduction or increase by retail customers in response to a day-ahead or day-of event signal.

9. INTERVAL METER: For the purposes of this rule, an "interval meter" is defined as a meter and communication system capable of measuring, storing, and transferring the minimum data required for the CAISO's settlement processes. Minimum data requirements are specified by the CAISO and vary by the CAISO's DR Services.

10. PRICING NODE (PNode): A single network Node or subset of network Nodes where a physical injection or withdrawal of electricity is modeled and for which a Locational Marginal Price is calculated and used for financial settlements. A network Node is a point in the CAISO's Full Network Model representing a physical location within the CAISO's Balancing Authority Area or the CAISO Controlled Grid.

11. RESOURCE REGISTRATION: One or more retail customer accounts that have been entered as a single resource into the CAISO's Demand Response System (DRS) by a DRP.

12. REVENUE QUALITY METER DATA (RQMD): Interval Meter Data that has been validated, edited, and estimated in accordance with the Direct Access Standards for Metering and Meter Data (DASMMD) as described in Electric Rule 22.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 5

**B. DEFINITIONS (CONT'D.)**

(N)

- 13. SETTLEMENT QUALITY METER DATA (SQMD): SQMD is RQMD that has been processed, aggregated, formatted, and stored pursuant to CAISO's procedures for CAISO's settlement and auditing purposes. See CAISO Tariff Appendix A, Master Definitions Supplement.
- 14. SUB-LAP (S-LAP): A CAISO defined subset of PNodes within a Default Load Aggregation Point (LAP).
- 15. TELEMETRY: An electric meter capable of recording, storing, and transferring the minimum data required in accordance with the CAISO's telemetry technical requirements (current technical requirements are available on the CAISO's website (at [www.caiso.com](http://www.caiso.com))).
- 16. UNIQUE CUSTOMER IDENTIFIER: An identifier assigned by the UDC and entered into the CAISO's DRS by a DRP. The identifier is specific to a customer's Service Account. [PG&E] will assign a unique customer identifier for a customer's service account. [SCE/SDG&E] will use the customer's service account number as customer unique identifier.
- 17. UTILITY DISTRIBUTION COMPANY (UDC): An entity that owns or operates a distribution system for the delivery of energy to and from the CAISO controlled grid and that provides regulated retail electric service and regulated procurement service. PG&E is the applicable UDC under this Rule.

Herein, the "Utility" is PG&E and it may serve one or more of the following functions: UDC, LSE, MDMA, MSP and DRP.

**C. GENERAL TERMS**

- 1. General Obligations of PG&E
  - a. Non-Discrimination and Competitive Neutrality
    - (1) Neutral Discharge of Responsibilities

PG&E, acting in any capacity described herein, shall discharge its responsibilities in a neutral manner to all DRPs. When acting as an MDMA, this would include ensuring that the meter data for each service account sent to the DRP meets the current validated, edited, and estimated (VEE) standards established in the Direct Access Standards for Metering and Meter Data (DASMMMD).

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 6

**C. GENERAL TERMS (CONT'D.)**

(N)

1. General Obligations of PG&E (Cont'd.)

a. Non-Discrimination and Competitive Neutrality (Cont'd.)

(1) Neutral Discharge of Responsibilities (Cont'd.)

Unless otherwise authorized by the California Public Utilities Commission (CPUC or Commission), the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules, PG&E shall not provide or represent that it will provide to itself, its affiliates or customers of itself or its affiliates any preferential treatment with regard to the provision of PG&E services than other, unaffiliated, service providers would receive, including, but not limited to, terms and conditions, information, pricing or timing.

(2) Non-Discriminatory Response to Requests for PG&E Services

PG&E, acting in any capacity, shall process requests for similar PG&E services in the same manner and within the same period of time for its affiliates, customers of itself and its affiliates, and for all unaffiliated market participants and their respective customers. PG&E shall provide non-discriminatory access to its meter data, where available, to third-party DRPs when authorized by customer. In particular, [Utility] shall not have any greater access to meter data for the purposes of fulfilling its DRP duties and obligations than does a third-party DRP.

(3) Competitive Neutrality

Confidential, competitive information received by PG&E from unaffiliated DRPs, or from the CAISO about the DRPs or their customers, in connection with PG&E's performance of its duties to implement and administer the DRP's use of bundled utility load for DR Services shall be limited to the utility staff who are responsible for performing the utility's non-DRP responsibilities under this Rule. Such confidential, competitive information shall not be used to promote PG&E's services to its customers or customers of its affiliates.

PG&E staff receiving such confidential, competitive information from the DRPs or the CAISO in the discharge of PG&E's roles and responsibilities as a non-DRP shall not share such confidential, competitive information with other individuals in PG&E who are also responsible for discharging PG&E's roles and responsibilities as a DRP under this Rule.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 7

**C. GENERAL TERMS (CONT'D.)**

(N)

1. General Obligations of PG&E (Cont'd.)

b. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, PG&E acting in any capacity shall exercise due diligence in meeting its obligations and deadlines under this Rule so as to facilitate a customer's election to participate in a DRP's DR Service in CAISO's wholesale markets as quickly as possible.

c. Review of DRP Resource Registrations in the CAISO's DR System

PG&E, acting as an LSE, shall review all Resource Registrations (within its electric service territory) submitted by a DRP to the CAISO's Demand Response System (DRS) as defined in the CAISO tariff. PG&E's review shall be limited to ensure accuracy of the customer information presented and that the customer isn't otherwise participating in a PG&E event based demand response program at the same time period. PG&E shall also review Resource Registrations for Entities not subject to this Rule in the same manner contained in this subsection and on the same non-discriminatory basis.

PG&E will conduct such review in accordance with the timelines set forth in the CAISO's Business Practice Manuals (BPMs). PG&E shall notify the CAISO and the DRP within ten (10) business days if the customer information presented in the Resource Registration is inaccurate, if the DRP is not appropriately registered for DRP DR Services at the CPUC, and confirm that the customer service account placed in the Resource Registration does not conflict with the dual participation rules in Section C.2.d To the extent reasonable and feasible, PG&E and the DRP shall coordinate and cooperate to ensure an accurate Resource Registration.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 8

**C. GENERAL TERMS (CONT'D.)**

(N)

1. General Obligations of PG&E (Cont'd.)

d. Provision of Customer Data by PG&E

In response to a completed, customer authorized submittal of PG&E's Form 79-1152 (CISR-DRP) by a customer or non-utility DRP, PG&E shall in a timely fashion provide the required information to the DRP to facilitate a customer's enrollment in a DRP DR Service(s). This information will be provided in accordance with Section D of this Rule. The DRP or customer may also request the provision of continuous meter data or designate how continuous data release shall be terminated.

e. PG&E Tariffed Demand Response Programs

For those customers enrolled in a PG&E event-based demand response program, PG&E will act as the customer's DRP if PG&E elects to submit the customer into the CAISO's DRS. This customer could be a PG&E Bundled Service, Direct Access, or Community Aggregator or Community Choice Aggregation Service customer.

f. KYZ Pulse Installations

Upon the request of and payment by the customer or its agent, PG&E, acting as the MSP, shall install where feasible a KYZ pulse initiating device or another acceptable telemetry solution. A DRP may, with the permission of the CAISO, use this information to submit preliminary settlement data to the CAISO. The customer or its DRP will be responsible for the cost of the installation.

If the customer wishes to terminate the delivery of its KYZ pulse data to the DRP at any time, the DRP will take action, upon receipt of notification from the customer, to discontinue data transmission from its facilities, as soon as practicable, but no later than 45 days after customer termination, to allow for financial settlements to occur.

2. General Obligations of DRPs Enrolling Bundled Service Customers

This Section is applicable to all DRPs enrolling Bundled Service customers, unless otherwise specified. Requirements for PG&E, acting as the DRP for DA, CA and CCA Service customers, are specified in Section D.

a. Timeliness and Due Diligence

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 9

**C. GENERAL TERMS (CONT'D.)**

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

a. Timeliness and Due Diligence (Cont'd.)

DRPs shall exercise due diligence in meeting their obligations and deadlines under this Rule so as to facilitate customer enrollment in DRP DR Service in a timely manner. To the extent ordered by the CPUC, DRPs shall make all payments resulting from CPUC-authorized charges owed to PG&E for services specified under this Rule in a timely manner subject to applicable payment dispute provisions.

b. Arrangements Between DRPs and Their Customers

DRPs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement DRP DR Service consistent with all applicable laws, CAISO requirements, CPUC requirements, if any, and this Rule.

c. Scheduling Coordinator (SC)

In accordance with the CAISO's tariff, a DRP must become or contract with a SC prior to registering customers into a CAISO's Demand Response System. PG&E shall not act as an SC on behalf of a non-Utility DRP. The DRP must obtain its own SC to participate in DR Services or otherwise qualify to act in that capacity.

d. Dual Participation

DRPs are prohibited from placing a customer's service account into a Resource Registration in the CAISO's Demand Response (DR) System for any time period within the Start Date and End Date of another DRP's Resource Registration that already includes the customer's service account and that has been given a "Confirmed" status by the CAISO under its rules and procedures.

Non-utility DRPs are also prohibited from enrolling and registering a customer service account in DR Services if the customer is already enrolled in a PG&E event-based demand response program. The customer can disenroll from the program at any time if it withdraws to enroll in a DRP service.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 10

**C. GENERAL TERMS (CONT'D.)**

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

d. Dual Participation (Cont'd)

When a DRP is notified by PG&E via its CISR-DRP process that a customer is already enrolled in a PG&E event-based DR program, it is the notified DRP's obligation to ensure that the customer has disenrolled from PG&E's event-based demand response program before placing the customer service account in the notified DRP's Resource Registration in the CAISO's DR System for the same period. The effective date to disenroll that customer from its current program to DRP's DR Service will be established in accordance with PG&E's demand response program rules and its Electric Rule 12.

In the event of a conflict between PG&E's program specific requirements and its Electric Rule 12, the program's tariff requirements will apply.

For instance, a customer who is currently participating in a PG&E event-based demand response program and wishes to enroll with a non-utility DRP DR Service must first disenroll from PG&E's program. Disenrollment will be subject to any contractual or program obligations currently in effect with PG&E's demand response program.

Similarly, if a customer is currently registered at the CAISO for DR Services, that customer must be disenrolled prior to that customer's participation in either another DRP's Resource Registration or a PG&E event-based demand response program. However, a DRP is not prohibited from also enrolling and registering its own customers for other DR Service(s) that it offers. It is the DRP's obligation to ensure the DRP's Resource Registrations do not conflict with the CAISO rules on DR Services.

Customers enrolled in PG&E's Peak Day Pricing program will be automatically disenrolled from the program upon a non-utility DRP Resource Registration that includes the customer service account and that has been given a "Confirmed" status by the CAISO. Under PG&E's Electric Rule 12, the earliest disenrollment date for Peak Day Pricing is the customer's next meter read date. Therefore, the Start Date of a non-utility DRP Resource Registration for the customer service account that is enrolled in Peak Day Pricing should be on the next or future meter read date.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 11

**C. GENERAL TERMS (CONT'D.)**

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

d. Dual Participation (Cont'd)

PG&E shall provide a one-digit meter read cycle letter to the non-utility DRP via Form 79-1152 (CISR-DRP) as also described in Section D.1.a. It is the DRPs' obligation to use the cycle letter and match it for the customer service account's next or future meter read date(s) from PG&E's meter reading schedules. PG&E's meter reading schedules can be found in <http://www.pge.com/myhome/customerservice/smartmeter/analogmeters/schedule/>.

If a customer is a residential or small commercial customer, non-utility DRPs shall notify the customer prior to the Resource Registration in the CAISO DR System through the Customer Notification Form Letter, required in Section C.7, that the customer will be disenrolled from Peak Day Pricing and may lose bill protection, if applicable.

When PG&E is acting as a DRP, it is obligated to ensure that the customer has disenrolled from another non-Utility DRP's DR Service before enrolling the customer in its own event-based program.

e. Resource Registration of DR Resources at the CAISO

DRPs shall be solely responsible for registering DR resources at the CAISO with the customers to whom they are providing DRP DR Services.

f. Notification of Customer Enrollment in DRP DR Service

The CAISO, through its registration process, will make available to PG&E, in its role as an LSE, the ability to verify its customers' enrollment status and other information pertinent to their customers' participation in DR Services. DRPs shall not be responsible for providing separate notification to PG&E of an enrollment of a customer in DRP DR Services.

g. Utilizing the MDMA for Revenue Quality Meter Data

DRPs shall utilize the MDMA chosen by the customer (or the customer's LSE) for gaining access to Revenue Quality Meter Data (RQMD).

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 12

**C. GENERAL TERMS (CONT'D.)**

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

h. Utilizing the MDMA for Settlement Quality Meter Data

The MDMA shall be responsible and liable to send timely and accurate individual customer RQMD to the DRP, or its designated agent, who shall convert this data to Settlement Quality Meter Data (SQMD) and send it to its Scheduling Coordinator (SC). (See Section F.2 for detailed rules)

For Direct Access customers, DRPs may contract with the MDMA chosen by the customer (or the customer's LSE) for submitting SQMD to the DRP's SC.

i. Access to Electronic Data by non-Utility DRP

For non-Utility DRPs electing to use PG&E's Electronic Data Interchange (EDI) functionality when PG&E serves as an MDMA, PG&E shall provide these DRPs with access to the appropriate electronic platform (e.g. the MDMA server) to facilitate energy data exchanges required for DRP's DR service(s). The requirements for such access are found in Section E.4 below.

j. Net Benefits Test

All DRPs bidding Bundled Service customer's load into the CAISO's wholesale energy market using the CAISO's DR Service(s) must submit bids that are at or above the Net Benefits Test described in Section 30.6.3 of CAISO's Fifth Replacement FERC Electric Tariff.

3. Transfer of Cost Obligations Between DRPs and Customers

Nothing in this Rule is intended to prevent DRPs and customers from agreeing to reallocate between them any costs for DRP's DR Services that are subject to this Rule to be paid by either of them.

4. LSE Is Not Liable for DRP DR Services

To the extent the customer takes service from a DRP, the customer's LSE has no obligations to the customer with respect to the services provided by the DRP.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 13

**C. GENERAL TERMS (CONT'D.)**

(N)

5. **DRP is Not Liable for LSE's Services**

To the extent the customer takes service from an LSE, the DRP has no obligations to the customer with respect to the services provided by that LSE. The customer must look to its LSE, not the DRP, to carry out the responsibilities associated with those services.

6. **Split Loads Not Allowed**

Customers requesting DRP DR Service may not partition the electric loads of a service account among different DRPs at any one time. The entire load and load reduction for a service account can be registered in the CAISO's DRS to only one DRP at any one time.

7. **Formal Notification for Residential and Small Commercial Customers**

Residential customers are defined as PG&E customers who are eligible for service under one of its residential rate schedules. Small Commercial customers are defined as any non-residential customers with a maximum billing peak demand of less than 20 kilowatt (kW). Non-Utility DRPs intending to enroll Residential and Small Commercial customers in DR Services are required to meet additional CPUC requirements before submitting such customer service accounts for Resource Registration at the CAISO DR System. These DRPs must obtain approval from the CPUC's Energy Division for a Customer Notification Form Letter (Form Letter), in hard copy or electronic form, to be provided to each customer explaining the DRP's terms and conditions of participating in the DRP's DR Service. If the customer is enrolled in PG&E's Peak Day Pricing program, the Form Letter shall also provide the estimated disenrollment date from Peak Day Pricing and that the customer may lose bill protection, if applicable. The disenrollment date shall be on the customer's next or future meter read date (see Section C.2.d)

The non-Utility DRP must provide the Form Letter to the customer before placing its service account in a DRP's Resource Registration in the CAISO DR System. The Form Letter shall provide any grace period in which the customer can cancel the DR Service enrollment without any charges or penalties.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 14

**C. GENERAL TERMS (CONT'D.)**

(N)

8. Master Metered Customers

Master metered customers who provide sub-metered tenant billings may participate in DRP DR Service as only a single master service account. A master-metered customer may not partition the electric loads of a single master meter among several DRPs.

9. Service Fees and Other Charges

PG&E may incur costs in order to facilitate a non-Utility DRPs' participation in CAISO's DR Services. Any fees to reimburse PG&E for these costs are described in PG&E rate Schedule E-DRP and must be paid on a timely basis to ensure service under this Rule.

**D. ACCESS TO CUSTOMER DATA**

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs

PG&E will provide confidential customer-specific information and usage data for a bundled, DA, CA or CCA service customer to parties specified by that customer, subject to PG&E's Rule 27, and the following provisions:

a. The inquiring party must have customer authorization using Form CISR-DRP before a customer's personally identifiable information can be released. The information, upon such authorization, will be released only to the inquiring party, unless otherwise authorized by the customer, as part of the Form CISR-DRP process. The inquiring party as the recipient of this data agrees to abide by the applicable Commission customer privacy requirements. For the purposes of this program, the Form CISR-DRP shall permit the customer to authorize the following:

- (1) Customer Account information, including service address and rate schedule.
- (2) Up to 1 year worth of historical interval data, as it is available.
- (3) Unique Customer Identifier to track customer service account in CAISO DR System. This information will be provided to the customer's Load Serving Entity (LSE) too if different from PG&E. (4) Customer Account information, including service address and rate schedule.
- (4) Customer one-digit meter read cycle letter for purposes of verifying Meter Read Date and date to begin DR Service.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 15

**D. ACCESS TO CUSTOMER DATA (CONT'D.)**

(N)

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs  
 (Cont'd)

a. (Cont'd)

The customer may also elect to authorize the release of the following information to the non-Utility DRP via the Form CISR-DRP:

- (5) Ongoing monthly interval usage data
- (6) A maximum of the most recent twelve (12) months of customer billing data or the amount of data recorded for that specific service account.

b. When a CISR-DRP is received, PG&E shall also transmit the following data, defined as Confidential Information in the DRP Service Agreement (Form 79-1160), to the non-utility DRP:

- (1) Confidential end-user information such as customer's service voltage, the sub-Load Aggregation Point (sub-LAP) and Pricing node (Pnode), the identity and contact information of customer's LSE, MDMA and MSP.
- (2) PG&E's demand response program(s) and tariff schedule(s) in which the service account(s) are currently enrolled and the estimated date of when the customer may be eligible to participate in DR Service without direct financial consequence from PG&E. Applicable PG&E demand response tariffs include: PG&E's Schedule(s) E-RSAC, E-CSAC, E-DBP, E-SLRP, E-OBMC, E-CBP, E-RSMART, E-BIP and PG&E's Aggregator Managed Portfolio (AMP). PG&E will also indicate if account(s) listed above is participating in the Peak Day Pricing option of its applicable rate schedule.

PG&E shall also provide information, as it is available, on the earliest eligible date(s) on which customer can leave its current program without any contractual or program obligations under the terms and conditions of the tariff that may result in financial or tariff implications such as but are not limited to, losing bill protection or incentive payments, return of received incentives, and/or penalties.

- (3) Basic meter information including the meter number, the type of meter and the intervals currently being collected by the meter.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
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Sheet 16

**D. ACCESS TO CUSTOMER DATA (CONT'D.)**

(N)

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs  
 (Cont'd)

- c. Customer information specified in Sections D.1.a.(1-3) will be released to the customer or its authorized agent up to two (2) times per year per service account at no cost to the requesting party. Thereafter, PG&E may have the right to assess a processing charge as approved by the CPUC. Customer data specified in Section D.1.a.(5) will be released to the customer or its authorized agent on an ongoing basis at charges authorized by the CPUC, unless provided through electronic means, as outlined in Metering Services, Section F.
- d. Durations by which the non-Utility DRP may continue to receive access to a customer's information shall be specified by the customer in the CISR-DRP. The customer may choose from the following options: (1) indefinite data release until otherwise canceled by the customer, (2) release of data until a date certain, (3) authorization for non-Utility DRP to terminate data release upon DRP DR Service cancellation. If the customer makes no election, Utility will assume that customer authorization is for an indefinite period of time per CPUC Resolution E-4599.

In the event that the customer, not the non-Utility DRP on the customer's behalf, revokes access to customer meter data, PG&E shall provide the non-Utility DRP with immediate notice of the revocation.

Under Option (3), it is the non-Utility DRP's responsibility to notify PG&E to terminate the non-Utility DRP's access to the customer's data. Upon receipt of the notice of termination from the non-Utility DRP or the revocation of data access authorization from the customer, PG&E will cease to provide the customer on-going interval usage data to the non-Utility DRP. However, the non-Utility DRP may continue to receive previously generated data that pertains to the period of time during which customer authorization was valid. This information will assist the non-Utility DRP in settling invoices with the CAISO related to customer service accounts during the time that they were active in DR Services.

- e. When PG&E is acting as the MDMA, if daily meter data is available through the utility's portals, the daily meter data will not be RQMD. RQMD data will be available on a monthly basis. When Open ADE is available for utility, the tariff for Open ADE will govern the provision of daily meter data.

2. Access to Direct Access, CA or CCA Service Customer Data when PG&E is the DRP but not the MDMA

- a. PG&E, in its role as a DRP, will contract with the customer's MDMA in order to receive the necessary meter data (as described in Section F) for the purposes of managing its own DRP DR Services program, and to assist in its forecasting, bidding, dispatch, and settlement activities.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
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Sheet 17

**D. ACCESS TO CUSTOMER DATA (CONT'D.)**

(N)

- 3. Customer Inquiries Concerning Billing-Related Issues
  - a. Customer inquiries concerning PG&E's charges or services should be directed to PG&E.
  - b. Customer inquiries concerning the non-Utility DRP's charges or services should be directed to the non-Utility DRP.
  - c. Customer inquiries concerning the LSE's charges or services should be directed to the LSE.
- 4. Customer Inquiries Related to Emergency Situations and Outages
  - a. PG&E will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages, and safety situations. Customers contacting the DRP with such inquiries should be referred directly to PG&E.
  - b. It may be necessary for PG&E to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC authorized tariffs. PG&E shall provide notice to the non-Utility DRP of such curtailments as soon as practical, however PG&E is not responsible to notify the non-Utility DRP's Scheduling Coordinator. Nothing in this rule shall change the criteria for load-shedding established by the CAISO, the CPUC, or PG&E's operation procedures.
  - c. PG&E shall continue to be responsible for implementing its own CPUC-approved DR programs.

**E. DRP DR SERVICE ESTABLISHMENT**

DRPs enrolling bundled service customers must satisfy the following regulatory requirements, as they might apply, before the DRP can provide DRP DR Services in PG&E's service territory.

- 1. CPUC Registration Requirements
  - a. Execute a Demand Response Provider Service Agreement (DRP Service Agreement – Form No 79-1160) with PG&E.
  - b. Satisfy PG&E's credit requirements as specified in Section H.
  - c. Register with the CPUC and maintain a valid DRP registration at the CPUC

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
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**E. DRP DR SERVICE ESTABLISHMENT (CONT'D)**

(N)

1. CPUC Registration Requirements (Cont'd)

- d. Complete the CPUC DRP Registration Application Form. DRPs enrolling PG&E's residential and small commercial customers shall also provide the CPUC a performance bond under the name of the CPUC as a security deposit or financial guarantee bond in the amount of pursuant to the matrix below and as specified in the CPUC Registration form.

Number of Customers	Security Deposit Amount
1 – 2,500	\$25,000
2,501 - 5,000	\$50,000
5,001 – 10,000	\$75,000
10,001 +	\$100,000

2. CAISO Requirements

All DRPs enrolling PG&E Bundled Service customers must:

- a. Execute the necessary service agreements for registering resources with the CAISO.
- b. Meet all CAISO's requirements for the DRP and maintain their registration at the CAISO as a qualified DRP.

3. Maintenance of DRP Registration at the CPUC

- a. The CPUC will post the list of registered DRPs on its website. The CPUC will enforce all rules for the DRP registration and may suspend or revoke a DRP registration if the CPUC determines that the DRP violated Rule 24 or terms and conditions outlined in the CPUC DRP Registration Form. The CPUC may require that the DRP periodically renew its registration to maintain its status.
- b. The CPUC will investigate complaints relative to DRP activities and may suspend or revoke a DRP registration if a civil or business court, or the CPUC, finds that the DRP has engaged in activities that warrant such action, after appropriate due process considerations. The CPUC may also allow the DRP to cure any identified deficiencies or inappropriate activities within a reasonable period of time.

(N)

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**E. DRP DR SERVICE ESTABLISHMENT (CONT'D)**

(N)

- 3. Maintenance of DRP Registration at the CPUC (Cont'd)
  - c. DRPs shall keep the CPUC registration information up to date.

- 4. EDI Requirements

Until superseded by another data exchange process, such as Open ADE, and to the extent the DRP elects to use Electronic Data Interchange (EDI) or analogous platform to communicate with PG&E for DRP DR Service implementation, the DRP must satisfy applicable technical requirements, including, without limitation:

- a. A DRP must complete all necessary electronic interfaces for the DRP and PG&E to communicate meter reading and usage data.
- b. The DRP must have the capability to exchange data with PG&E via the Internet. Alternative arrangements to EDI may be allowed if mutual agreement is made between PG&E and the DRP.
- c. The DRP must have the capability to perform EDI transactions, and enter into appropriate agreements related thereto.

**F. METERING SERVICES**

Meter Services are comprised of three primary functions: Meter Ownership, Meter Services (installation, maintenance, and testing), and MDMA services. Each participating DRP DR Service customer must have an interval meter capable of meeting CAISO DR Service requirements being read remotely by PG&E when acting in its capacity as MDMA.

- 1. Meter Changes

If a meter change is required to participate in DRP DR Services (i.e. the existing meter is not an appropriate interval meter), and PG&E is the MSP, the customer and DRP have choices for how to proceed:

- a. The customer may be scheduled to receive an interval meter as part of PG&E smart meter deployment. In this instance, the customer and DRP can elect to begin DRP DR Services after PG&E completes its deployment of PG&E smart meters and is able to provide the required interval data.
- b. If an interval meter with a shorter measurement duration is desired, and such a meter is readily available from PG&E, PG&E will provide this meter at an additional CPUC-approved fee.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

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**F. METERING SERVICES (CONT'D.)**

(N)

1. Meter Changes (Cont'd.)

b. (Cont'd.)

- (1) For Bundled Service, CCA Service accounts with a maximum demand of 200 kW or greater for at least one month in the past 12 billing months, PG&E will provide and install the metering and communication equipment at no cost to the customer.
- (2) For Bundled Service, CCA Service accounts whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following;
  - i. Pay the cost to have PG&E install an appropriate interval meter that is not a SmartMeter interval meter at the customer's expense pursuant to Electric Rule 2, Special Facilities, or
  - ii. If the PG&E SmartMeter requirements meet CAISO DR Services metering standards, wait until a PG&E SmartMeter is installed and remote-read enabled.

c. For Direct Access and CA service accounts where PG&E is the Meter Data Management Agent (MDMA), no incremental fees under Rule 24 are required. Metering services shall be provided pursuant to Electric Rule 22.

d. For Direct Access and CA service accounts where PG&E is the MSP but not the MDMA, then the customer will be responsible for any and all costs associated with providing acceptable interval data to the DRP, including costs for any additional metering, communication equipment, and fees assessed by the customer's Electric Service Provider (ESP).

e. PG&E is not required to install an interval meter and communication equipment or SmartMeter to provide remote read capability if the installation is impractical or not economically feasible

f. PG&E shall endeavor to complete the meter change request within fifteen (15) days in the absence of a meter installation backlog or other circumstances beyond PG&E's control such as, but not limited to, delays in the installation of a communication line to the meter. PG&E shall provide notice of any current meter service backlog and estimate its next available installation date. However, if the DRP or the customer is willing to pay a fee to expedite the installation of the meter, PG&E will endeavor to accommodate the request. The fee shall be consistent with fees adopted by the CPUC.

(N)

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**F. METERING SERVICES (CONT'D)**

(N)

1. Meter Changes (Cont'd)

g. If requested by the customer or the DRP, PG&E as the MSP will make available a KYZ pulse connection to its meter so as to provide near real-time access to meter data to the DRP and the customer. The charge for the installation will be reasonable and consistent with CPUC-approved fees for similar services, and shall be paid for by either the customer or DRP. The installation shall not interfere with the normal operation of the meter. PG&E will endeavor to complete the installation of its pulse termination block (also known as the pulse interface box) within 15 days of payment by the non-Utility DRP or customer. Resource and access constraints, or certain emergency conditions, may preclude PG&E from meeting this timeframe. In these instances, PG&E shall provide the DRP notice of the next expected available installation date.

2. MDMA Services Performed by PG&E

PG&E shall perform all MDMA services required for DRP DR Service for Bundled Service customers, Community Choice Aggregation Service customers. Also, PG&E shall perform MDMA services for those Direct Access service customers that have elected PG&E to be its MDMA. MDMA obligations include but are not limited to the following:

- a. Meters for each of the DRP's customers shall be read and converted into RQMD and transferred to the DRP or its designated agent pursuant to applicable standards.
- b. PG&E shall provide the DRPs (or their designated agents) with reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions;
- c. The LSE and DRP shall have access to individual customer RQMD via an electronic interface (e.g., MDMA server)
- d. PG&E shall provide RQMD customer data to the DRP in accordance with standards adopted in the DASMMMD or other standards in compliance with the CAISO's applicable requirement, for the DRP's or its agent's consolidation into SQMD for the CAISO. PG&E shall be liable for providing timely and accurate Revenue Quality Meter Data (RQMD) to the non-utility DRPs or its designated agent to facilitate final meter data submission in accordance with the CAISO's tariff. If the MDMA is found, through the CPUC's remedy and dispute process, to have failed such responsibilities as to be the sole fault for the ability of the DRP or its agent to comply fully with the applicable CAISO requirements, the MDMA shall be held liable, limited to the penalties imposed by the CAISO upon the non-Utility DRP or its Scheduling Coordinator (SC) due to the non-compliance.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
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Sheet 22

**F. METERING SERVICES (CONT'D.)**

(N)

3. MSP Services performed by PG&E

When acting as an MSP, PG&E shall, on a non-discriminatory basis, ensure that the revenue meter equipment is accurate within acceptable limits as specified in PG&E's applicable rules, and provide testing as necessary to maintain this standard. PG&E shall endeavor to fulfill requests for meters with interval durations specified by the DRP and/or its customers consistent with Section F.1.b above.

4. Telemetry

If a telemeter is required or communication facilities for sending telemeter information are required to participate in a DRP's program, the telemetering services and communication must conform to the CAISO's telemetry technical requirements. The DRP is solely responsible for providing a communication solution or telemetry solution subject to CAISO requirements at the expense of the DRP. To the extent that PG&E has the expertise and technical resources to install or assist with installation of the required telemetry solution or communication solution, PG&E may install or assist the DRP to facilitate the installation of the telemetry solution, at the DRP's expense.

5. Charges for Metering Services

The metering services for supporting DRP DR Services may be more extensive than normal metering services. PG&E, as an MSP, may charge the DRP for metering services only to the extent such charges are authorized by the CPUC.

**G. DISCONTINUATION OF SERVICE BY DRP**

1. Service Changes at the Individual Customer Level

The DRP may elect to discontinue providing DRP DR Service to its customers, or the customer may elect to disenroll from the program pursuant to any agreement between the DRP and its customers. Should customer terminate electric service with PG&E, the customer is responsible for terminating its arrangement with the DRP directly. For customers who change their LSE, the DRP is responsible for effectuating necessary changes in the CAISO's DRS.

(N)

(Continued)



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**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 23

**G. DISCONTINUATION OF SERVICE BY DRP (CONT'D.)**

(N)

2. Service Changes at the CAISO Resource Registration Level

A customer enrolled as part of a Resource Registration at the CAISO may have its DRP DR Service discontinued by its DRP due to the following conditions:

- a. The CPUC terminates or revokes the DRP's registration or its ability to participate in CAISO's DR Services
- b. The CPUC issues an order that otherwise prohibits the DRP from entering into a DRP Service Agreement;
- c. The DRP has materially breached its obligations under the terms and conditions of the DRP Service Agreement;
- d. The DRP exercises its contractual right to terminate the DRP Service Agreement;
- e. The DRP is no longer authorized by the CAISO to provide DR Services.
- f. The CPUC revokes the Utilities' authority to participate in DR Service(s) activities

3. Discontinuation of DRP DR Service by the DRP

- a. The DRP is responsible for notifying the LSE, PG&E, SC and MDMA, if impacted, when it will discontinue DRP DR Service to the customer.
- b. If the DRP elects to discontinue offering DRP DR Services, the DRP shall also notify the CAISO, CPUC, the LSE of its decision to do so and specify the date(s) on which service will be discontinued. The DRP will effect a termination of its Resource Registration with the CAISO;
- c. If the DRP is no longer able to provide DRP DR Service because its authorization to do so has been terminated or revoked, the DRP shall notify the impacted parties (LSEs, PG&E, SC, MDMA), and regulatory agencies (CAISO, CPUC) that aren't otherwise involved in the decision of such revocation or termination.
- d. Non-Utility DRPs must notify DRP DR Service participants that they should contact PG&E to revoke the authorization for the non-Utility DRP to receive their usage data as of the date the DRP DR Service is canceled.
- e. In the event a non-Utility DRP has been authorized to terminate deliveries of a customer's metering data streams upon the customer's disenrollment in its DRP DR Service program, the non-Utility DRP is required to notify PG&E to stop transmission of data, consistent with customers instructions to the DRP.

(N)

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Sheet 24

**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E**

(N)

1. PG&E may require the non-Utility DRP enrolling Bundled Service customers to establish and maintain its creditworthiness through evaluations, deposits, or other security in the manner described in Section H.2, to the extent the CPUC approves the ability for PG&E to levy charges for services rendered as a result of DR activities. That is, the creditworthiness only applies to charges that are billed by PG&E directly to the non-Utility DRP. The method of determining the amount of credit that a DRP would need to submit in order to initiate services within a utility's service territory shall be equal to two times the estimated or actual monthly CPUC-approved fees for DRP DR Service, as described herein and as verified by PG&E. The non-Utility DRP will be obliged to provide the CPUC with a performance bond as part of its registration process for Residential and Small Commercial customers.
2. The non-Utility DRP may establish its creditworthiness with PG&E through any one of the following:
  - a. Credit Evaluation

A non-Utility DRP with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch is deemed to be creditworthy unless PG&E determines that a material change in the non-Utility DRP's creditworthiness has occurred. PG&E requires the non-Utility DRP to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by PG&E, with final credit approval granted by PG&E. This evaluation will be completed within ten (10) business days. Credit reports will remain strictly confidential between the credit analysis agency and PG&E, except to the extent PG&E is required to disclose to the CPUC or its agents. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the non-Utility DRP's creditworthiness.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 25

**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E (CONT'D.)**

(N)

2. The non-Utility DRP may establish its creditworthiness with PG&E through any one of the following (Cont'd.):

b. Security Deposits

The non-Utility DRP may submit and maintain a security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated maximum monthly bill that PG&E may expect to remit to the non-Utility DRP for participating in one month of Demand Response Activities, where such estimate is based on the last twelve (12) months of historical activity. The initial value of the security deposit will be two times the monthly fees assessed by PG&E upon the DRP. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month Non-Financial commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution rated A/A2 by S&P/Moody's, respectively, (3) surety bonds, defined as renewable and issued by a major insurance company rated A/A2/A by S&P/Moody's/A.M. Best, respectively, or (4) guarantees, with guarantors having a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch unless PG&E determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with PG&E prior to the DRP's participation in DRP DR Service.

c. Security Deposit Payment Timetable

Non-Utility DRPs are obligated to post security deposits with PG&E prior to receiving certain services from PG&E which help facilitate their DR activities. PG&E shall provide notice to the non-Utility DRP of the appropriate deposit amount upon receiving a service request from the non-Utility DRP. Such a deposit shall be required at least three (3) days prior to PG&E providing its services to the non-Utility DRP for DR activities.

d. Interest on Cash Deposit

PG&E will pay interest on cash deposits as described in its Electric Rule 7.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 26

**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E (CONT'D.)**

(N)

2. The non-Utility DRP may establish its creditworthiness with PG&E through any one of the following (Cont'd.):

e. Ongoing Maintenance of Credit

To ensure continued validity of established unsecured credit, the non-Utility DRP shall promptly notify PG&E of any material change in its credit rating or financial condition. The non-Utility DRP shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to PG&E upon request. In the event PG&E determines that the non-Utility DRP's, or the non-Utility DRP's guarantor's, creditworthiness has materially changed, as set forth above, and the non-Utility DRP, within 30 days written notice, does not rectify or provide a security deposit commensurate with the change in creditworthiness, then PG&E shall notify the CAISO that the non-Utility DRP has defaulted on its credit requirements and is no longer eligible to participate as a DRP under PG&E's tariffs.

f. Re-establishment of Credit

A non-Utility DRP whose eligibility as a DRP has been terminated, revoked or suspended under this section may reestablish its credit worthiness by the provision of a security deposit, or by any other manner described in this Section H.

**I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES**

1. Disputes Involving Entities Subject to this Rule

Disputes arising under this Rule or Schedule E-DRP [Fees Schedule] shall be resolved in accordance with the CPUC's complaint procedures, Article 4 of the Commission's Rules of Practice and Procedure. Parties may choose to seek resolution through the Alternate Dispute Resolution Processes available through the Commission. The Commission shall resolve complaints regarding customer account eligibility, whether brought by the DRP, PG&E or the customer, expeditiously. However, entities seeking damages related to this Rule must do so in court.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 27

**I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES (CONT'D.)**

(N)

**2. Suspension or Revocation of Non-Utility DRP's Registration at the CPUC**

Pursuant to the Commission's authority provided by California Public Utilities Code, Sections 451, and 701, and through 702, the CPUC's enforcement authority includes; but is not limited to, suspension or revocation of non-Utility DRP registration and imposition of penalties and/or fines after appropriate due process. The CPUC's Consumer Affairs Branch (CAB) shall process, and report to the Commission all informal consumer complaints against non-Utility DRPs on a quarterly basis.

If CAB staff determines, after consultation with Energy Division staff and facilitating mediation between a retail customer complainant and a non-Utility DRP, that a resolution cannot be reached, the complaint may be escalated to the CPUC's Safety and Enforcement Division (SED). SED may consider taking appropriate enforcement action, including proposing for Commission consideration the suspension and/or revocation of the non-Utility DRP's registration, and fines and/or penalties against the non-Utility DRP. SED will notify the non-Utility DRP, the CAISO, the relevant LSEs, and the UDC of such pending adverse action. The non-Utility DRP that is the subject of the SED action may respond to such action consistent with the procedures provided in the Commission's Rules of Practice and Procedure.

This process does not exclude alternative means of investigation of complaints regarding non-Utility DRPs as provided by the CPUC's Rules of Practice and Procedure. Information regarding formal and informal complaint processes is available through the CPUC's Public Advisor's Office or at [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

Grounds for potential suspension or revocation of non-Utility DRP's registration and/or penalties or fines are based on the statutes cited in this section and the Commission Decisions (D.)12-11-025 and 13-12-029. Examples of conduct that may violate these authorities include, but are not limited to:

- a. Forgery of Rule 24 forms and other required documents;
- b. Use of deceptive or unclear advertisements or terms and conditions in contracts;
- c. Improper registration for servicing residential and small commercial customers (see DRP Registration Application Form);
- d. Failure in notifying customers when servicing residential and small commercial customers (see Section C.7);

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 28

**I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES (CONT'D.)**

(N)

2. Suspension or Revocation of Non-Utility DRP's Registration at the CPUC (Cont'd.)

- e. Failure in notifying PG&E and other impacted entities of a customer discontinuation of DR Services (see Section G.3);
- f. Violation of dual participation rules (see Section C.2.d)
- g. Non-payment of PG&E fees or credit/performance bond lapse. (see Sections E.1 and H).
- h. Unauthorized data transfer of customer specific data to others (see Section D.1.d);
- i. Invalid DRP service agreement with PG&E and the CAISO (see Section E);
- j. Failure to fulfill the mutually agreed-upon terms and conditions, e.g., non-payment to the enrolled customers for services rendered (See Customer Notification Form Letter).
- k. Provision of faulty or misleading equipment/data to the customer by the DRP to the detriment of the customer.

3. Appeal of a non-Utility DRP Suspension or Revocation at the CPUC

A non-Utility DRP may appeal in writing to the CAB regarding notification of suspension, revocation, or immediate revocation. To appeal the notification, the disqualified entity must first contact the CAB within thirty (30) days to discuss the issue. If the revoked entity has new information to provide the CAB, then it must be provided to CAB within thirty (30) days. If the revoked entity and the CAB cannot resolve the dispute, then the revoked entity can file a complaint using the CPUC's Formal Complaint process. Information on the formal Complaint process is available through the Public Advisor's Office at the CPUC or on CPUC's website: [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

**J. ACRONYMS**

The following acronyms are used within this Rule 24:

- (BPM) - Business Practice Manual
- (CAB) - CPUC's Consumer Affairs Branch
- (CAISO) - California Independent System Operator
- (CA) - Community Aggregator
- (CCA) - Community Choice Aggregation

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 29

**J. ACRONYMS (CONT'D.)**

(N)

- (CISR-DR) - Customer Information Service Request for Demand Response
- (CPUC) - California Public Utilities Commission
- (DA) - Direct Access
- (DASMMD) - Direct Access Standards for Metering and Meter Data
- (DR) - Demand Response
- (DRP) - Demand Response Provider
- (DRS) - Demand Response System
- (EDI) - Electronic Data Interchange
- (ESP) - Electric Service Provider
- (FERC) - Federal Energy Regulatory Commission
- (LSE) - Load Serving Entity
- (MDMA) - Meter Data Management Agent
- (MSP) - Meter Service Provider
- (Open ADE) - Open Automated Data Exchange
- (RQMD) - Revenue Quality Meter Data
- (SC) - Scheduling Coordinator
- (S-LAP) - Sub Load Aggregation Point
- (SQMD) - Settlement Quality Meter Data
- (UDC) - Utility Distribution Company
- (VEE) - Validated, Edited, and Estimated

(N)

(Continued)



**ELECTRIC SAMPLE FORM 79-1152**  
AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE  
CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER  
RULE 24

Sheet 1

Advice Letter No: 4361-E  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed February 18, 2014  
Effective March 3, 2014  
Resolution No. E-4630



# Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24

**IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST  
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY**

Under Pacific Gas and Electric Company's (PG&E's) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric or gas account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data to a Third Party acting as a Demand Response Provider (Third-party DRP) who is participating in the California Independent System Operator's (CAISO's) wholesale markets subject to PG&E's Rule 24. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

This form authorizes the specified Third-Party DRP to access your data to provide demand response services under Rule 24. If you intend to authorize the Third-Party DRP or a different third party to receive additional billing records or billing information, and/or to act as your agent for purposes of making changes to your account and services with PG&E, then you must complete the "Authorization To: Receive Customer Information or Act on a Customer's Behalf" Form (Form 79-1095), which can be accessed at PGE.com: www.pge.com/tariffs.

I, \_\_\_\_\_  
NAME TITLE (IF APPLICABLE)

of \_\_\_\_\_ (Customer) have the following mailing address  
NAME OF CUSTOMER RECORD

\_\_\_\_\_, and do hereby authorize

MAILING ADDRESS CITY STATE ZIP  
NAME OF THIRD PARTY of MAILING ADDRESS

CITY STATE ZIP

To access electricity usage data for the listed account(s) indicated below:

ACCOUNTS INCLUDED IN THIS  AUTHORIZATION OR  REVOCATION (Please check one)

- 1. SERVICE ADDRESS SERVICE ACCOUNT NUMBER
- 2. SERVICE ADDRESS SERVICE ACCOUNT NUMBER
- 3. SERVICE ADDRESS SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

If authorization is being revoked, please continue to the section "Customer Revocation of Authorization" for your signature. To grant your authorization, please continue to complete the section below.



**Form CISR-DRP: AUTHORIZATION OR REVOCATION OF  
AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO  
A DEMAND RESPONSE PROVIDER UNDER RULE 24**

**INFORMATION, ACTS AND FUNCTIONS AUTHORIZED**

**A.** This authorization provides authority to the Third-Party DRP (and to a limited degree specified below, your Load Serving Entity (LSE)), to request and receive electricity usage data for the account(s) specified above. Requests for information may include the following information, as it is available:

- 1) Customer Account information, including service address and rate schedule,
- 2) Up to 1 year of historical electric meter interval data,
- 3) Unique identifier number to track service account in the CAISO Demand Response System for its DR Services (to be provided to your LSE),
- 4) Customer's meter read cycle letter and the next Meter Read Date (for purposes of verifying eligibility date to begin DR Service).

**B.** By checking the box(es) below, I further authorize the Third-Party DRP to receive the following information about the account(s) listed above:

- PG&E demand response program(s) and tariff schedule(s) in which the service account(s) are currently enrolled and the estimated date of when the customer may be eligible to participate in DR Service without direct financial consequence from PG&E. Applicable PG&E demand response tariffs include: PG&E's Schedule(s) E-RSAC, E-CSAC, E-DBP, E-SLRP, E-OBMC, E-CBP, E-RSMART, E-BIP and PG&E's Aggregator Managed Portfolio (AMP). PG&E will also indicate if account(s) listed above is participating in the Peak Day Pricing option of its applicable rate schedule.
- Billing history and all electric meter usage data for bill calculation for all my account(s), as specified herein, regarding electric utility services furnished by PG&E. (Maximum of 12 previous months).

*PG&E will provide the data specified in sections A and B upon request by the Third-Party DRP, without charge, up to two times in a 12-month period per service account provided that this authorization is valid pursuant to Section D below. After two requests in a year, the customer or Third-Party DRP may be responsible for charges that may be incurred to process this request.*

**C.** By checking one or both of the boxes below, and when PG&E is the Meter Data Management Agent for the service accounts specified, I (Customer) authorize the ongoing release of my electric meter interval data to the Third-Party DRP for the period of time specified in Section D.

- Release ongoing monthly electric meter interval data to the Third-Party DRP for the period specified in Section D below.
- (PG&E Only) Access to next day electric meter interval data, as it is available, to the Third-Party DRP for the period specified in Section D below.

*The customer or its Third-Party DRP may be responsible for charges, authorized by the California Public Utilities Commission, which may be incurred to process the ongoing release of monthly data.*

**D.** I (Customer) authorize the release of my data, as specified in Sections A, B and C above, for the service account(s) as specified in this form until otherwise revoked. Check the appropriate box below.



Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24

Beginning [Date] and continuing until [Date].

OR

Indefinitely, until I revoke this authorization or my account(s) are closed.

OR

Indefinitely, until my Third-Party DRP instructs PG&E to stop disclosing my data to it. [Note: If you check this box, you must also sign the applicable shaded section on the last page.]

I, Customer, further understand that regardless of my election above in this Section D, the data from Sections A, B, and C that I authorize to be transmitted may coincide with the dates of my enrollment in a Third-Party DRP's service such that although I, Customer, may no longer be enrolled in the Third-Party DRP's service, and although I may have submitted revocation of authorization to transmit data, that Third-Party DRP may still receive data that pertains to the period of time during which this authorization was valid. This authorization will assist the Third-Party DRP to settle invoices with the CAISO regarding my service accounts at the time during which they were active in the Third-Party DRP's program.

E. RELEASE OF ACCOUNT INFORMATION:

I (Customer) authorize PG&E to provide the information requested above, to the extent available, via any one of the following methods. The preferred format is (check all that apply):

Hard copy via US Mail (if applicable):

Facsimile at this telephone number:

Secured email, or electronic format via a secured data transmission platform.

F. OTHER DATA BEING RELEASED:

Additionally, I (Customer) authorize PG&E to provide other information to the Third-Party DRP as appropriate under Rule 24 for the Third-Party DRP to use my load to bid into the CAISO market, including without limitation, service account, service voltage, the meter number and type, location of the service account on the CAISO grid (including sub LAP and pNode), and the identity of my meter Data Management Agent, Meter Service Provider, and Load Serving Entity.

I request PG&E to provide information, as it is available, on the earliest eligible date(s) on which I can leave my current PG&E program without any contractual or program obligations under the terms and conditions of the tariff that may result in financial or tariff implications such as but are not limited to, losing bill protection or incentive payments, return of received incentives, and/or penalties.

G. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.



# Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24

## CUSTOMER AUTHORIZATION

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize PG&E to i) release the requested information specified in Sections A, B and C on my account or facilities to the above-designated Third Party. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, and causes of action, damages, or expenses resulting from: 1) any release of information to the Third Party pursuant to this Authorization; 2) the unauthorized use of this information by the Third Party; and 3) from any actions taken by the Third Party pursuant to this Authorization. I understand that I may cancel this authorization at any time by submitting a written revocation using this form.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
MONTH YEAR CITY AND STATE WHERE EXECUTED

## THIRD-PARTY DRP ACCEPTANCE OF CUSTOMER RELEASE PROVISION

I (Third-Party DRP), hereby release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization

\_\_\_\_\_  
THIRD PARTY DRP SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
MONTH YEAR CITY AND STATE WHERE EXECUTED

## CUSTOMER REVOCATION OF AUTHORIZATION

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I hereby revoke the authorization to release information to the above-designated Third-Party DRP. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to this revocation, (2) from any refusal to release information to the Third Party pursuant to this revocation: (3) for any conduct by the Third Party in connection with his revocation.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
MONTH YEAR CITY AND STATE WHERE EXECUTED



Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24

CUSTOMER AUTHORIZATION TO ALLOW THIRD-PARTY DRP TO REVOKE AUTHORIZATION AND TO STOP PROVISION OF DATA

I (Customer) \_\_\_\_\_, declare under penalty of perjury under the laws of the State of California that I am authorized to execute this authorization on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I hereby authorize the Third-Party DRP to revoke my authorization to release information to the Third-Party DRP upon my disenrollment from the Third-Party DRP's service using the section below. The Customer's revocation of the Authorization to release information to the Third-Party DRP also will revoke the authorization to allow the Third-Party DRP to revoke authorization. I hereby release, hold harmless and indemnify PG&E from any liability, claims, demands, and causes of action, damages or expenses resulting from: (1) any negligent conduct relating to the revocation, (2) any refusal to release information to the Third-Party DRP pursuant to the revocation; and (3) for any conduct by the Third Party DRP in connection with its revocation.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE TELEPHONE NUMBER  
Executed this \_\_\_\_\_ day of \_\_\_\_\_ (year) at \_\_\_\_\_

AUTHORIZATION OF REVOCATION BY THIRD PARTY DEMAND RESPONSE PROVIDER

I, \_\_\_\_\_ (name of Third Party), understand that the customer whose name appears in the immediately preceding Section above, has asked \_\_\_\_\_ (name of Third-Party DRP) to notify PG&E of the customer's disenrollment in \_\_\_\_\_'s (name of Third Party) program in order to effectuate the customer's revocation of authorization to receive the customer's data.

I \_\_\_\_\_ (name of Third-Party DRP), hereby notify PG&E of the date of the customer's actual or anticipated disenrollment in my Third-Party DRP services. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from my failure to timely notify PG&E of the customer's disenrollment from, \_\_\_\_\_'s (name of third Party) demand response service.

Date of Customer's Actual or Anticipated Disenrollment: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE TELEPHONE NUMBER  
Third Party  
Executed this \_\_\_\_\_ day of \_\_\_\_\_ (year) at \_\_\_\_\_  
(city and state)

[PG&E internal use only]

Date Received: \_\_\_\_\_



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Original  
Cancelling

Cal. P.U.C. Sheet No. 33536-E  
Cal. P.U.C. Sheet No.

**ELECTRIC SAMPLE FORM 79-1160**  
DEMAND RESPONSE PROVIDER (DRP)  
SERVICE AGREEMENT

Sheet 1 (N)  
(N)  
(N)

Advice Letter No: 4361-E  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed February 18, 2014  
Effective March 3, 2014  
Resolution No. E-4630

1H15

# **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

This Demand Response Provider (“DRP”) Service Agreement (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, by and between “\_\_\_\_\_” (“DRP”), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and the Utility, “Pacific Gas and Electric Company” (“PG&E”), wherein PG&E is a corporation organized and existing under the laws of the state of California. From time to time, DRP and PG&E shall be individually referred to herein as a “Party” and collectively as the “Parties.”

## **1. General Description of Agreement**

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Electric Rule 24, which this Agreement is intended, in part, to effectuate. This Agreement and Electric Rule 24 shall govern the business relationship between the Parties hereto by which DRP shall offer Demand Response Provider Demand Response Service (DRP DR Service) in the California Independent System Operator’s (CAISO’s) wholesale electricity market through transactions with retail customers in PG&E’s service territory. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers, consistent with Rule 24, Section C. Except where explicitly defined herein, the definitions controlling this Agreement are contained in PG&E’s Rule 1, Definitions, and/or Rule 24, Direct Participation Demand Response.
- 1.2. The form of this Agreement has been developed as part of the California Public Utility Commission’s (CPUC’s or Commission’s) regulatory process, was intended to conform to CPUC directives, was filed with and approved by the CPUC for use between PG&E and a DRP participating in the wholesale market with the PG&E’s bundled service customers, and may not be waived, altered, amended or modified, except as provided a) herein or in Rule 24 or b) as may otherwise be authorized by the CPUC. Each party shall be responsible for keeping up-to-date on Commission-authorized changes.

## **2. Representations**

- 2.1. Each Party agrees to remain in compliance with the terms of this Agreement, Rule 24, as amended from time to time upon CPUC approval, and other applicable Commission rules and requirements regarding use of the PG&E’s bundled load to provide demand response in the wholesale electric market.
- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3. Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party’s legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

### **3. Term of Service**

The term of this Agreement shall commence on the last date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date the DRP informs PG&E it is no longer operating as a DRP for PG&E's customers; (b) upon termination pursuant to Section 5 hereof; (c) the effective date of a new DRP Service Agreement between the Parties hereto, or (d) upon relevant modification of Rule 24 that materially affects this Agreement. Notwithstanding the Effective Date of this Agreement, the DRP acknowledges it may only offer Demand Response Service to customers effective on or after the CPUC-approved date for commencement of such services by DRPs, and only after it has fulfilled the provisions of Rule 24, Section E.1 and E.3 (CPUC requirements for DRPs enrolling Bundled Service customers).

### **4. Billing, Metering, Payment, Other Duties**

- 4.1. Metering services that are available to the DRP shall be as described in PG&E's Electric Rule 24, Section F.
- 4.2. PG&E will bill and the DRP agrees to pay for all services and products provided by PG&E, and approved by the CPUC, related to direct participation demand response services in accordance with the terms and conditions set forth in Electric Rule 24 and any fee schedule to be adopted in cost recovery application, hereinafter Schedule E-DRP. Any services provided by the DRP to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.
- 4.3. PG&E, to the extent acting as the Meter Data Management Agent (MDMA), agrees to provide meter data to the DRP, in accordance with Sections D and F of Electric Rule 24. MDMA services, requested by the DRP or its customers, may be provided by PG&E subject to a separate agreement or an otherwise applicable tariff.
- 4.4. DRP may request access from PG&E to customer-specific electric energy usage data subject to obtaining customer authorization and consistent with Commission precedents and orders governing customer data access, as described in PG&E's Electric Rule 24, Section D. Customer data may also be obtained through Data Pulse Equipment installed by PG&E provided the DRP has obtained customer consent for such utilization and provided that acquisition of data and such utilization does not interfere with PG&E's metering equipment. DRP will be responsible for installation costs. Upon mutual agreement of the parties, customers may authorize DRP access to data using electronic means. As soon as reasonably practical, electronic authorization of third-party data access should supersede paper forms.
- 4.5. To the extent a customer indicates on the Form CISR-DRP that it authorizes its DRP to notify PG&E of the customer's disenrollment from Demand Response Service pursuant to the relevant checkbox on the Form CISR-DRP, the DRP must effectuate the customer's wishes by notifying PG&E immediately so that PG&E can terminate transmission of the specified data to the DRP. The DRP releases, holds harmless and indemnifies PG&E from any liability, claims, demands, causes of action, damages or expenses resulting from any failure to timely notify PG&E of the customer's disenrollment. In the event that the customer, not the DRP on the customer's behalf, revokes access to customer meter data, PG&E shall provide the DRP with immediate notice of the revocation.
- 4.6. In accordance with Rule 24, Section H, the DRP must establish a security deposit limited to twice the estimated maximum monthly bill for PG&E charges under this Agreement.

# **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

## **5. Events of Default and Remedy for Default**

- 5.1. An Event of Default under this Agreement shall occur if either Party breaches a material term of this Agreement or PG&E's Electric Rule 24 and does not cure such breach within thirty (30) calendar days of receipt of written notice from the non-defaulting Party, or within such time as may be provided by this Agreement or Rule 24.
- 5.2. In the Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's Electric Rule 24; (b) to the extent not inconsistent with PG&E's Electric Rule 24, to exercise any and all remedies provided for by law or in equity; and (c) to terminate this Agreement upon written notice to the other Party which shall be effective upon the receipt thereof.
- 5.3. Breach by any Party hereto of any provision of Rule 24 shall be governed by applicable provisions therein and each Party will retain all rights granted thereunder.

## **6. Nondisclosure**

- 6.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include customer-specific information transmitted by PG&E to the DRP regarding location of customer service accounts on the CAISO grid (Sub-Lap and pNode), service voltage, meter numbers and types, the identity of customers' MDMA, Meter Service Provider and Load Serving Entity, and any Unique Customer Identifier(s) assigned by PG&E and entered into CAISO's Demand Response System by a DRP. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. These obligations with respect to treatment of Confidential Information shall survive this Agreement pursuant to Section 22.8 below. Customers' interval usage data, disclosed by PG&E subject to customer authorization via Form CISR-DRP, shall not be considered Confidential Information as defined in this Agreement. However, the DRP is subject to Rule 25 [27 for PG&E] as a Covered Entity to the extent that the DRP receives interval usage data for more than ten customers.
- 6.2. Notwithstanding the foregoing, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

# **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

## **7. Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the total amount paid or payable to PG&E under this Agreement or Schedule E-DRP during the six-month period immediately preceding the event giving rise to the claim(s). In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

## **8. Indemnification**

- 8.1. To the fullest extent permitted by law, and subject to the limitations set forth in Section 7 of this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates, subsidiaries and their shareholders, officers, directors, employees, contractors agents, servants, successors and assigns (collectively, the "Indemnified Party") from and against any and all third-party claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees ("Claims"), to the extent arising from negligent or willful act or omission by the Indemnifying Party in the performance of this Agreement, except to the extent arising from any negligent or willful act or omission of the Indemnified Party. This Section 8 represents the Indemnifying Parties' entire obligation and the Indemnified Party's exclusive remedy regarding any third party claims.
- 8.2. If any claim covered by Section 8.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to assume the defense of such claim. If a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
- 8.3. The Indemnifying Party's obligation to indemnify under this Section 8 shall survive termination or assignment (from the period of time prior to the assignment) of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

## **9. Assignment and Delegation**

- 9.1. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 9 shall be void *ab initio*.

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

- 9.2. Notwithstanding the provisions of this Section 9, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party at least thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and PG&E's Electric Rule 24. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

### **10. Independent Contractors**

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 9 of this Agreement) as an independent contractor.

### **11. Entire Agreement**

This Agreement consists of, in its entirety, this Demand Response Provider Service Agreement and all attachments hereto, and all Demand Response Service Requests submitted pursuant to this Agreement and Utility's Electric Rule 24. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof with the exception of Rule 24, the terms of which are incorporated herein, and Schedule E-DRP, which shall be read in conjunction with this Agreement.

### **12. Enforceability**

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

### **13. Notices**

- 13.1. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; (c) U.S. Mail, first class postage pre-paid, or (d) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to the DRP:

Company Name Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

If the notice is to the LSE:

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

E-mail address \_\_\_\_\_

Facsimile: \_\_\_\_\_

- 13.2. Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.
- 13.3. Each Party shall designate in Attachment A the person(s) to be contacted with respect to specific operational matters relating to Demand Response Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

### **14. Time of Essence**

The Parties expressly agree that time is of the essence for all portions of this Agreement.

### **15. Dispute Resolution**

- 15.1. Should PG&E and DRP have an unresolved dispute under this Agreement, the dispute shall initially be referred to a Vice President of PG&E, or his/her designee, and an officer of DRP, or designee, for resolution. Should the dispute remain unresolved after good faith informal dispute resolution, the Parties shall proceed under the Dispute Resolution outlined in Section I of PG&E's Electric Rule 24.
- 15.2. If the dispute involves a request for damages, Parties are notified that the Commission has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues, or, if no agreement is reached, to pursue other legal remedies that may be available to the Parties with the understanding that nothing in this section vitiates the effect of Sections 7 and 8 *supra*.

### **16. Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in \_\_\_\_\_ County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

### **17. Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. Both Parties shall take all reasonable steps to comply with this Agreement and PG&E's Electric Rule 24 despite occurrence of a Force Majeure Event.

### **18. Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

### **19. Conflicts Between this Agreement and PG&E's Electric Rule 24**

Should a conflict exist or develop between the provisions of this Agreement and PG&E's Electric Rule 24, Rule 24 shall prevail.

### **20. Amendments or Modifications**

- 20.1. Except as provided in Section 1.2, no amendments or modifications shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties to the extent they are consistent with Commission approval, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade. Substantive changes to the terms of this Agreement shall be first approved by the Commission.
- 20.2. This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, DRP may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

### **21. Audits**

- 21.1. When the DRP reasonably believes that errors related to billing and metering activity may have occurred and PG&E is the MDMA for the customer(s), the DRP may request the production of such documents as may be required to verify the accuracy of such billing and metering, provided that requisite customer consent has been obtained by the DRP. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, discovers actual errors related to metering activity, the requesting Party may direct that an audit be conducted. PG&E and the DRP shall designate their own employee representative or their contracted representative to audit the other party's records subject to confidentiality requirements.
- 21.2. Any such audit shall be undertaken by PG&E, the DRP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. PG&E and the DRP agree to cooperate fully with any such audit.
- 21.3. Specific records to support the accuracy of meter data provided in the settlement process may require examination of metering support documentation maintained by subcontractors. Each of PG&E and the DRP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to the settlement process for Demand Response Service.
- 21.4. The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within thirty (30) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.
- 21.5. This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

### **22. Miscellaneous**

- 22.1. Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
- 22.2. The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.



# DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

- 22.3. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 22.4. Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing signed by the waiving Party.
- 22.5. Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 7 and 8 hereof.
- 22.6. To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Demand Response Service, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.
- 22.7. Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, covenants and rights and obligations with respect to indemnification, payment, settlement, and confidentiality, shall so survive.
- 22.8. Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
(DRP Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



## **DRP SERVICE AGREEMENT – ATTACHMENT A** **METERING AND METER READING SERVICES**

**A. Contact Persons (Section 13.3):**

1. Metering and Meter Reading Services

**LSE Contact:** \_\_\_\_\_

Email Address: \_\_\_\_\_

**DRP Contact:** \_\_\_\_\_

Email Address: \_\_\_\_\_

**MDMA Contact:** \_\_\_\_\_

Email Address: \_\_\_\_\_

**B. Parties' Representatives (Section 15.1):**

**LSE Representative:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DRP Representative:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



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Advice 4361-E

Attachment A2:

Redline Version: Electric Rule No. 24 Tariff





**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 2 (N)  
 (N)

**A. APPLICABILITY**

(N)

This Rule establishes the terms and conditions that apply to those entities, which are subject to this Rule, who wish to take part in Direct Participation Demand Response Service ("DR Service"). DR Service is offered by the California Independent System Operator (CAISO) and allows a Demand Response Provider's (DRP's) or a retail customer to participate or "bid-in" directly into the CAISO wholesale energy market for compensation by the CAISO, in accordance with the market awards and dispatch instructions established by the CAISO.

~~[Per D.13-12-029, OP 2 & 3:]~~  
[DRP DR Services under this Rule is subject to the dual participation rules. As a general rule, DRPs are prohibited from registering customer accounts that are already registered with another ~~{Utility}utility's~~ event-based demand response program\(s\). \(See Section C.2.d for detailed rules\)](#)

1. Entities and Services Subject to Rule 24
  - a. ~~{Utility}~~PG&E acting on behalf of its customers as the Load Serving Entity (LSE), a DRP, UDC, Meter Data Management Agent (MDMA), or Meter Service Provider (MSP).
  - b. Affiliates of ~~{Utility}~~PG&E acting as a DRP
  - c. Non-Utility affiliated DRPs enrolling ~~{Utility}~~PG&E Bundled Service customers.
  - d. Bundled Service customers acting as a DRP for their own load.
2. Entities Not Subject to Rule 24
  - a. Non-Utility DRPs enrolling only Direct Access (DA), Community Aggregator (CA) (for SCE only) or Community Choice Aggregation (CCA) Service customers,
  - b. DA, CA or CCA Service customers acting as a DRP for their own load,
  - c. Electric Service Providers (ESPs), CAs and CCAs acting as a LSE for DA, CA or CCA Service customers,
  - d. Non-Utility affiliated MDMA's and MSPs providing metering services to DA Service customers.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 2 (N)  
 (N)

The descriptive headings of the various sections of this Rule have been inserted for convenience of reference only and shall in no way define, modify, or restrict any of the terms and provisions thereof.

(Continued)

Advice Letter No: 4298-E  
 Decision No. 12-11-025

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulatory Relations

Date Filed October 10, 2013  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 3 (N)  
 (N)

**B. DEFINITIONS**

(N)

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in ~~(Utility)~~PG&E's tariffs are also found in Electric Rule 1.

1. **AFFILIATE:** Any legal entity in which five percent or more of the outstanding shares are owned, controlled, or held with power to vote, directly or indirectly either by the DRP or any of its subsidiaries; or by the DRP's controlling entity or any of its subsidiaries; or by any company in which the DRP, its controlling entity, or any of the DRP's affiliates, exert substantial control over the operation of the company or indirectly have substantial financial interests in the company which is exercised through means other than ownership. For purpose of this definition, "substantial control" includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of the company. A direct or indirect voting interest of five percent or more by the DRP in an entity's company creates a rebuttable presumption of control.

For the purposes of this Rule, Utility affiliates participating in DR Services are considered "non-Utility DRPs".

2. **CAISO's DR Service:** The CAISO's wholesale DR market mechanism(s), market model(s), and or market product(s) that allow retail customers' loads to be bid in to the CAISO's wholesale energy market.
3. **CAISO's DR System (DRS):** A CAISO's software application that allows a DRP or a retail customer to participate in the CAISO's wholesale energy market using the CAISO's DR Service(s). The CAISO's DRS User Guide can be found in [http://www.caiso.com/Documents/DemandResponseSystem\\_DRS\\_ISOUserGuideVersion2\\_0.pdf](http://www.caiso.com/Documents/DemandResponseSystem_DRS_ISOUserGuideVersion2_0.pdf)
4. **DEMAND RESPONSE (DR):** The load reduction or increase by retail customers in response to a signal or pricing mechanism.
5. **DEMAND RESPONSE PROVIDER (DRP):** An entity providing DR Service(s) to one or more retail customers to bid loads on their behalf into the CAISO's wholesale market using the CAISO's DR Service(s). A DRP can also be a retail customer bidding its own load into CAISO wholesale market using the CAISO's DR Service(s).

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 4 (N)  
 (N)

**B. DEFINITIONS (CONT'D.)**

(N)

5. DEMAND RESPONSE PROVIDER (DRP) (Cont'd.)

Any of the following entities may elect to become a DRP: {Utilities}, non-Utility entities such as Electric Service Providers (ESPs), Community Aggregation (CA) and Community Choice Aggregation (CCA) entities who elect to participate in CAISO DR Services with bundled service customers, a third-party who wishes to bid- in bundled service accounts in the CAISO wholesale market, or a bundled service retail customer (bidding in its own load on its own behalf). Unless otherwise specifically stated, all references to "DRP" herein shall refer to all of these entities.

6. DEMAND RESPONSE (DR) SERVICE: DR Service in this Rule generally refers to demand response activities associated with a DRP's or a customer's direct participation in the CAISO's wholesale energy market where a retail customer, either on its own or enrolled in a DRP's DR Service, changes its electric demand in accordance with the market awards and dispatch instructions established by the CAISO.

7. DRP's DR Service: A DR program or service provided by the DRP to one or more retail customers to bid loads on their behalf into the CAISO wholesale energy market using the CAISO's DR Service(s).

8. EVENT-BASED DEMAND RESPONSE: The dispatchable load reduction or increase by retail customers in response to a day-ahead or day-of event signal.

9. INTERVAL METER: For the purposes of this rule, an "interval meter" is defined as a meter and communication system capable of measuring, storing, and transferring the minimum data required for the CAISO's settlement processes. Minimum data requirements are specified by the CAISO and vary by the CAISO's DR Services.

10. PRICING NODE (PNode): A single network Node or subset of network Nodes where a physical injection or withdrawal of electricity is modeled and for which a Locational Marginal Price is calculated and used for financial settlements. A network Node is a point in the CAISO's Full Network Model representing a physical location within the CAISO's Balancing Authority Area or the CAISO Controlled Grid.

11. RESOURCE REGISTRATION: One or more retail customer accounts that have been entered as a single resource into the CAISO's Demand Response System (DRS) by a DRP.

12. REVENUE QUALITY METER DATA (RQMD): Interval Meter Data that has been validated, edited, and estimated in accordance with the Direct Access Standards for Metering and Meter Data (DASMMD) as described in Electric Rule 22.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 5 (N)  
 (N)

**B. DEFINITIONS (CONT'D.)**

(N)

13. SETTLEMENT QUALITY METER DATA (SQMD): SQMD is RQMD that has been processed, aggregated, formatted, and stored pursuant to CAISO's procedures for CAISO's settlement and auditing purposes. See CAISO Tariff Appendix A, Master Definitions Supplement.
14. SUB-LAP (S-LAP): A CAISO defined subset of PNodes within a Default Load Aggregation Point (LAP).
15. TELEMETRY: An electric meter capable of recording, storing, and transferring the minimum data required in accordance with the CAISO's telemetry technical requirements (current technical requirements are available on the CAISO's website (at [www.caiso.com](http://www.caiso.com))).
16. UNIQUE CUSTOMER IDENTIFIER: An identifier assigned by the UDC and entered into the CAISO's DRS by a DRP. The identifier is specific to a customer's Service Account. [PG&E] will assign a unique customer identifier for a customer's service account. [SCE/SDG&E] will use the customer's service account number as ~~the~~ customer unique identifier.
17. UTILITY DISTRIBUTION COMPANY (UDC): An entity that owns or operates a distribution system for the delivery of energy to and from the CAISO controlled grid and that provides regulated retail electric service and regulated procurement service. ~~{Utility}PG&E~~ is the applicable UDC under this Rule.

Herein, the "Utility" is [PG&E/SCE/SDG&E] and it may serve one or more of the following functions: UDC, LSE, MDMA, MSP and DRP.

**C. GENERAL TERMS**

1. General Obligations of ~~{Utility}PG&E~~
  - a. Non-Discrimination and Competitive Neutrality
    - (1) Neutral Discharge of Responsibilities

~~{Utility}PG&E~~, acting in any capacity described herein, shall discharge its responsibilities in a neutral manner to all DRPs. When acting as an MDMA, this would include ensuring that the meter data for each service account sent to the DRP meets the current validated, edited, and estimated (VEE) standards established in the Direct Access Standards for Metering and Meter Data (DASMMD).

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 6 (N)  
 (N)

**C. GENERAL TERMS (CONT'D.)**

(N)

1. General Obligations of ~~{Utility}~~PG&E (Cont'd.)

a. Non-Discrimination and Competitive Neutrality (Cont'd.)

(1) Neutral Discharge of Responsibilities (Cont'd.)

Unless otherwise authorized by the California Public Utilities Commission (CPUC or Commission), the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules, ~~{Utility}~~PG&E shall not provide or represent that it will provide to itself, its affiliates or customers of itself or its affiliates any preferential treatment with regard to the provision of ~~{Utility}~~PG&E services than other, unaffiliated, service providers would receive, including, but not limited to, terms and conditions, information, pricing or timing.

(2) Non-Discriminatory Response to Requests for ~~{Utility}~~PG&E Services

~~{Utility}~~PG&E, acting in any capacity, shall process requests for similar ~~{Utility}~~PG&E services in the same manner and within the same period of time for its affiliates, customers of itself and its affiliates, and for all unaffiliated market participants and their respective customers. ~~{Utility}~~ shall provide non-discriminatory access to its meter data, where available, to third-party DRPs when authorized by ~~the~~ customer. In particular, ~~{Utility}~~ shall not have any greater access to meter data for the purposes of fulfilling its DRP duties and obligations than does a third-party DRP.

(3) Competitive Neutrality

~~{Per D.13-12-029, OP 10:}~~

Confidential, competitive information received by ~~{Utility}~~PG&E from unaffiliated DRPs, or from the CAISO about the DRPs or their customers, in connection with ~~{Utility}~~PG&E's performance of its duties to implement and administer the DRP's use of bundled utility load for Rule 24 DR Services shall be limited to the utility staff who are responsible for performing the utility's non-DRP responsibilities under this Rule 24. Such confidential, competitive information shall not be used to promote ~~the~~ ~~{Utility}~~PG&E's services to its customers or customers of its affiliates.

~~{Utility}~~PG&E staff receiving such confidential, competitive information from the DRPs or the CAISO in the discharge of ~~{Utility}~~PG&E's roles and responsibilities as a non-DRP shall not share such confidential, competitive information with other individuals in ~~{Utility}~~PG&E who are also responsible for discharging ~~{Utility}~~PG&E's roles and responsibilities as a DRP under this Rule.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

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(N)

~~(C.3 Subject to PFM on Competitive Neutrality – IOU proposed language from Response of Pacific Gas and Electric Company to Petitions for Modification of Decision 12-11-025 filed by Enernoc, Inc., and by Enernoc, Inc., Alliance for Retail Energy Markets and Direct Access Customers Coalition, page 15.)~~

(Continued)

Advice Letter No: 4298-E  
Decision No. 12-11-025

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed October 10, 2013  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

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**C. GENERAL TERMS (CONT'D.)**

(N)

1. General Obligations of ~~{Utility}~~PG&E (Cont'd.)

b. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, ~~{Utility}~~PG&E acting in any capacity shall exercise due diligence in meeting its obligations and deadlines under this Rule so as to facilitate a customer's election to participate in a DRP's DR Service in CAISO's wholesale markets as quickly as possible.

c. Review of DRP Resource Registrations in the CAISO's DR System

~~ID-13-12-029, OP-2 & 3-1~~

~~{Utility}~~PG&E, acting as an LSE, shall review all Resource Registrations (within its electric service territory) submitted by a DRP to the CAISO's Demand Response System (DRS) as defined in the CAISO tariff. ~~{Utility}~~PG&E's review shall be limited to ensure accuracy of the customer information presented and that the customer isn't otherwise participating in an ~~{utility}'s~~PG&E event based demand response program at the same time period which it offers. ~~{Utility}~~PG&E shall also review Resource Registrations for Entities not subject to this Rule-24 in the same manner contained in this subsection and on the same non-discriminatory basis.

~~{Utility}~~PG&E will conduct such review in accordance with the timelines set forth in the CAISO's Business Practice Manuals (BPMs). ~~{Utility}~~PG&E shall notify the CAISO and the DRP within ten (10) business days if the customer information presented in the Resource Registration is inaccurate, if the DRP is not appropriately registered for DRP DR Services at the CPUC, and confirm that the customer service account placed in the Resource Registration's participation does not conflict with thewholesale/retail dual participation rules in Section C.2.d. ~~If there are no objections to the resource registration, {Utility} shall include in its comments the date of the customer's next meter read, which would be the first date the customer would be eligible for DRP DR Service.~~ To the extent reasonable and feasible, ~~{Utility}~~PG&E and the DRP shall coordinate and cooperate to provide-ensure an accurate Resource Registration.

(N)

~~(Paragraph above subject to PFM on OP-8)~~

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 8 (N)  
 (N)

**C. GENERAL TERMS (CONT'D.)**

(N)

1. General Obligations of {Utility}PG&E (Cont'd.)

d. Provision of Customer Data by {Utility}PG&E

{Per D.13-12-029, OP 20:}

In response to a completed, customer authorized submittal of {Utility}PG&E's Form ~~XX-XXX~~79-1152 (CISR-DRP) by a customer or non-utility DRP, {Utility}PG&E shall in a timely fashion provide the required information to the DRP to facilitate a customer's enrollment in a DRP programDR Service(s). This information will be provided in accordance with Section D of this Rule. The DRP or customer may also request the provision of continuous meter data or designate how continuous data release shall be terminated.

{Paragraph above subject to PFM on OP 20}

e. {Utility}PG&E Tariffed Demand Response Programs

For those customers enrolled in a {Utility}PG&E event-based demand response program, ~~the~~ {Utility}PG&E will act as the customer's DRP if the utility elects to submit the customer into the CAISO's DRS. This customer could be a {Utility}PG&E's Bundled Service, Direct Access, or Community Aggregator or Community Choice Aggregation Service customer.

f. KYZ Pulse Installations

Upon the request of and payment by the customer or its agent, {Utility}PG&E, acting as the MSP, shall install where feasible a KYZ pulse initiating device or another acceptable telemetry solution. A DRP may, with the permission of the CAISO, use this information to submit preliminary settlement data to the CAISO. The customer or its DRP will be responsible for the cost of the installation.

If the customer wishes to terminate the delivery of its KYZ pulse data to the DRP at any time, the DRP will take action, upon receipt of notification from the customer, to discontinue data transmission from its facilities, as soon as practicable, but no later than 45 days after customer termination, to allow for financial settlements to occur.

(N)

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

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 (N)

**C. GENERAL TERMS (CONT'D.)**

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers

This Section is applicable to all DRPs enrolling Bundled Service customers, unless otherwise specified. Requirements for ~~{Utility}PG&E~~, acting as the DRP for DA, CA and CCA Service customers, are specified in Section D.

a. Timeliness and Due Diligence

DRPs shall exercise due diligence in meeting their obligations and deadlines under this Rule so as to facilitate customer enrollment in DRP DR Service in a timely manner. To the extent ordered by the CPUC, DRPs shall make all payments resulting from CPUC-authorized charges owed to ~~{Utility}PG&E~~ for services specified under this Rule in a timely manner subject to applicable payment dispute provisions.

b. Arrangements Between DRPs and Their Customers

DRPs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement DRP DR Service consistent with all applicable laws, CAISO requirements, CPUC requirements, if any, and this Rule.

c. Scheduling Coordinator (SC)

In accordance with the CAISO's tariff, a DRP must become or contract with a SC prior to registering customers into a CAISO's Demand Response System. ~~{Utility}PG&E~~ shall not act as an SC on behalf of a non-Utility DRP. The DRP must obtain its own SC to participate in DR Services or otherwise qualified to act in that capacity.

d. Dual Participation

~~{Per D.13-12-029, OP 2 & 3:}~~

DRPs are prohibited from placing a customer's service account into a Resource Registration in the CAISO's Demand Response (DR) System ~~(DRS)~~ for any time period within the Start Date and End Date of another DRP's Resource Registration that already includes the customer's service account and that has been given a "Confirmed" status by the CAISO under its rules and procedures.

Non-utility DRPs are also prohibited from enrolling and registering a customer service account in DR Services if the customer is already enrolled in a ~~futility's~~PG&E event-based demand response program. The customer can disenroll from the program at any time if it withdraws to- enroll in a DRP service.

(N)

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**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 9 (N)  
 (N)

When a DRP is notified by ~~{Utility}~~PG&E via its CISR-DRP process that a customer is already enrolled in a {Utility's} event-based DR program, it is the notified DRP's obligation to ensure that the customer has ~~un-~~disenrolled from ~~{Utility}~~PG&E's DR event-based demand response program before placing the customer service account in the notified DRP's Resource Registration in the CAISO's DR System for the same period. The transition effective date to disenroll move that customer from its current program to DRP's DR Service will be established in accordance with ~~{Utility}~~PG&E's DR demand response program rules and its' Electric Rule 12.

(Continued)

Advice Letter No: 4298-E  
 Decision No. 12-11-025

Issued by  
**Brian K. Cherry**  
 Vice President  
 Regulatory Relations

Date Filed October 10, 2013  
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 Resolution No. \_\_\_\_\_



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

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(N)

**C. GENERAL TERMS (CONT'D.)**

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

d. Dual Participation (Cont'd)

In the event of a conflict between ~~utilities~~PG&E's program specific requirements and its Electric Rule 12, the program's tariff requirements will apply.

For instance, a customer who is currently participating in a ~~Utility~~PG&E event-based demand response program and wishes to enroll ~~with-in~~ a ~~third party in this Demand Response (DR) Service~~non-utility DR Service must first ~~un-dis~~enroll from ~~the~~ ~~Utility~~PG&E's program. ~~Un-enrollment~~ Disenrollment will be subject to any contractual or program obligations currently in effect with ~~the~~ ~~Utility~~PG&E's ~~DR-demand response~~ program.

Similarly, if a customer is currently registered at the CAISO for ~~DRP~~DR Services, that customer must be ~~un-enrolled~~disenrolled prior to that customer's participation in either another DRP's ~~resource~~Resource registration or a ~~Utility~~PG&E event-based demand response program. ~~does not prohibit~~ However, a DRP is not prohibited from also enrolling and registering its own customers for other DR Service(s) that it offers. It is the DRP's obligation to ensure the DRP's Resource Registrations do not conflict with the CAISO rules on DR Services. ~~who are in its own event-based demand response program(s) in Direct Participation and using its own event-based demand response program(s) to participate in Direct Participation~~

Customers enrolled in ~~utility~~PG&E's ~~Critical Peak Pricing~~Peak Day Pricing program will be automatically disenrolled from the program upon a non-utility DRP Resource Registration that includes the customer service account and that has been given a "Confirmed" status by the CAISO. Under ~~utility~~PG&E's Electric Rule 12, the earliest disenrollment date for ~~Critical Peak Pricing Peak Day Pricing~~ is the ~~the~~ customer's next meter read date. Therefore, the Start Date of a non-utility DRP Resource Registration for the customer service account that is enrolled in ~~Peak Day Pricing~~ ~~Critical Peak Pricing~~ should be on the next or future meter read date.

~~Utility~~PG&E shall provide a ~~one or two-digit~~ meter read cycle ~~number or letter~~ to the non-utility DRP ~~visa~~ Form ~~XX-XXX79-1152~~ (CISR-DRP) as also described in Section D.1.a. It is the DRPs' obligation to use the cycle ~~numb~~letter and match it for the customer service account's next or future meter read date(s) from ~~utility~~PG&E's meter reading schedules.

(N)

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**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

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 (N)

~~{Utility}PG&E's meter reading schedules can be found in~~  
~~{http://www.pge.com/myhome/customerservice/smartmeter/analogmeters/schedule/}~~

~~If a customer is a residential or small commercial customer, non-utility DRPs shall notify the customer prior to the Resource Registration in the CAISO DR System through the Customer Notification Form Letter, required in Section C.7, that the customer will be disenrolled from Peak Day Pricing {Critical Peak Pricing} and may lose bill protection, if applicable.~~  
~~(Two paragraphs above are subject to pending PFMs on OP 7 and OP 8)~~

When ~~{Utility}PG&E~~ is acting as a DRP, it is obligated to ensure that the customer has ~~un-enroll~~disenrolled from another non-Utility DRP's DR Service before enrolling the customer in its own event-based program.

e. Resource Registration of DR Resources at the CAISO

DRPs shall be solely responsible for registering DR resources at the CAISO with the customers to whom they are providing DRP DR Services.

f. Notification of Customer Enrollment in DRP DR Service

The CAISO, through its registration process, will make available to ~~{Utility}PG&E~~, in its role as an LSE, the ability to verify its customers' enrollment status and other information pertinent to their customers' participation in DR Services. DRPs shall not be responsible for providing separate notification to ~~{Utility}PG&E~~ of an enrollment of a customer in DRP DR Services.

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**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 11 (N)  
 (N)

**C. GENERAL TERMS (CONT'D.)**

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

g. Utilizing the MDMA for Revenue Quality Meter Data

DRPs shall utilize the MDMA chosen by the customer (or the customer's LSE) for gaining access to Revenue Quality Meter Data (RQMD).

h. Utilizing the MDMA for Settlement Quality Meter Data

~~[Per D.13-12-029, OP 4:]~~

The MDMA shall be responsible and liable to send timely and accurate individual customer RQMD to the DRP, or its designated agent, who shall convert this data to Settlement Quality Meter Data (SQMD) and send it to the its Scheduling Coordinator (SC). (See Section F.2 for detailed rules)

~~(Subject to PFMs on OP 12, MDMA's responsibility to provide SQMD to DRP SC and on financial responsibility for penalties from CAISO)~~

For Direct Access customers, DRPs may contract with the MDMA chosen by the customer (or the customer's LSE) for submitting Settlement Quality Meter Data (SQMD) to the DRP's SC.

i. Access to Electronic Data by non-Utility DRP

For non-Utility DRPs electing to use ~~{Utility}PG&E's~~ Electronic Data Interchange (EDI) functionality when ~~{Utility}PG&E~~ serves as an MDMA, ~~{Utility}PG&E~~ shall provide these DRPs with access to the appropriate electronic platform (e.g. the MDMA server) to facilitate energy data exchanges required for DRP's DR service(s).. The requirements for such access are found in Section E.4 below.

j. Net Benefits Test

All DRPs bidding Bundled Service customer's load into the CAISO's wholesale energy market using the CAISO's DR Service(s) must submit bids that are at or above the Net Benefits Test described in Section 30.6.3 of CAISO's Fifth Replacement FERC Electric Tariff.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 12 (N)  
 (N)

**C. GENERAL TERMS (CONT'D.)**

(N)

3. Transfer of Cost Obligations Between DRPs and Customers

Nothing in this Rule is intended to prevent DRPs and customers from agreeing to reallocate between them any costs for DRPs DR Services that are subject to this Rule to be paid by either of them.

4. LSE Is Not Liable for DRP DR Services

To the extent the customer takes service from a DRP, the customer's LSE has no obligations to the customer with respect to the services provided by the DRP.

5. DRP is Not Liable for LSE's Services

To the extent the customer takes service from an LSE, the DRP has no obligations to the customer with respect to the services provided by that LSE. The customer must look to its LSE, not the DRP, to carry out the responsibilities associated with those services.

6. Split Loads Not Allowed

Customers requesting DRP DR Service may not partition the electric loads of a service account among different DRPs at any one time. The entire load and load reduction for a service account can be registered in the CAISO's DRS to only one DRP at any one time.

7. Formal Notification for Residential and Small Commercial Customers

~~[Per D.13-12-029, OP 1:]~~

Residential customers are defined as ~~{Utility}~~PG&E customers who are eligible for service under one of its residential rate schedules. Small Commercial customers are defined as any non-residential customers with a maximum billing peak demand of less than 20 kilowatt (kW). ~~[Pending PFM decision on OP6]~~ Non-Utility DRPs intending to enroll Residential and Small Commercial customers in DR Services ~~at the CAISO~~ are required to meet additional CPUC requirements before submitting such customer service accounts for ~~fR~~Registration at the CAISO DR System. These DRPs must obtain approval from the CPUC's Energy Division for a Customer Notification Form Letter (Form Letter), in hard copy or electronic form, to be provided to each customer explaining the DRP's terms and conditions of participating in the DRP's DR Service. ~~[Per D.13-12-029:]~~ If the customer is enrolled in {utility}PG&E's Peak Day

(Continued)





**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 13 (N)  
 (N)

**C. GENERAL TERMS (CONT'D.)**

(N)

8. Master Metered Customers

Master metered customers who provide sub-metered tenant billings may participate in DRP DR Service as only a single master service account. A master-metered customer may not partition the electric loads of a single master meter among several DRPs.

9. Service Fees and Other Charges

~~{Utility}PG&E~~ may incur costs in order to facilitate a non-Utility DRPs' participation in CAISO's DR Services. Any fees to reimburse ~~{Utility}PG&E~~ for these costs are described in ~~{Utility}PG&E~~ rate Schedule X and must be paid on a timely basis to ensure service under this Rule.

**D. ACCESS TO CUSTOMER DATA**

~~{Section D subject to PFM of OP 19.}~~

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs

~~{Utility}PG&E~~ will provide confidential customer-specific information and usage data for a bundled, DA, CA or CCA service customer to parties specified by that customer, subject to ~~PG&E's~~ ~~{Rule 27 -for 25 for SCE}}~~, and the following provisions:

a. The inquiring party must have customer authorization using Form CISR-DRP before a customer's personally identifiable information can be released. The information, upon such authorization, will be released only to the inquiring party, unless otherwise authorized by the customer, as part of the Form CISR-DRP process. The inquiring party as the recipient of this data agrees to abide by the applicable Commission customer privacy requirements. For the purposes of this program, the Form CISR-DRP shall permit the customer to authorize the following:

- (1) Customer Account information, including service address and rate schedule.
- (2) Up to 1 year worth of historical interval data, as it is available..
- (3) Unique Customer Identifier to track customer service account in CAISO DR Ssystems. This information will be provided to the customer's Load Serving Entity (LSE) too if different from ~~the {Utility}PG&E~~. (4)- Customer Account information, including service address and rate schedule.

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 14 (N)  
 (N)

**D. ACCESS TO CUSTOMER DATA (CONT'D.)**

(N)

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs  
 (Cont'd)

a. (Cont'd)

- (4) Customer ~~{one or two digit} meter read cycle {number or letter} Meter Read Date~~ for purposes of verifying Meter Read Date and date to begin DR Service.

The customer may also elect to authorize the release of the following information to the non-Utility DRP via the Form CISR-DRP:

- (5) Ongoing monthly interval usage data  
 (6) A maximum of the most recent twelve (12) months of customer billing data or the amount of data recorded for that specific service account.

- b. When a CISR-DRP is received, ~~{Utility} PG&E~~ shall also transmit the following data, defined as Confidential Information in the DRP Service Agreement (Form ~~79-1160X~~), to the ~~Third-Party non-utility~~ DRP:

- (1) Confidential end-user information such as ~~the~~ customer's service voltage, the sub-Load Aggregation Point (sub-LAP) and Pricing node (Pnode), the identity and contact information of ~~the~~ customer's LSE, MDMA and MSP, ~~and~~
- (2) ~~Any {utility} PG&E's event-based utility DR demand response program(s) and tariff schedule(s) in which the service account(s) are currently enrolled and the estimated date of when the customer may be eligible to participate in DR Service without direct financial consequence from PG&E. Applicable PG&E demand response tariffs include: the customer is enrolled including the tariff schedule title; e.g., {PG&E}'s Schedule(s) E-19 (default {Peak Day Pricing}), E-RSAC, E-CSAC, E-DBP, E-SLRP, E-OBMC, E-CBP, E-RSMART, E-BIP and PG&E's Aggregator Managed Portfolio (AMP) or E-BIP. PG&E will also indicate if account(s) listed above is participating in the Peak Day Pricing option of its applicable rate schedule, the most recent enrollment date, and the next renewal date, if applicable. If customer is enrolled in {Utility}'s {Critical Peak Pricing}, {Utility} shall also provide customer's next meter read date.~~

~~{Utility} PG&E shall may also elect to provide information, as it is available, on the earliest eligible date(s) on which the customer's commitment to the utility event-based DR program(s) can leave its current program without any contractual or program obligations under the terms and conditions of the tariff that may result in financial or tariff implications such as but are not limited to, losing bill protection or incentive payments, return of received incentives, and/or penalties. {Utility} shall indicate type(s) of financial or tariff implications and if the above information is not available, be terminated by the customer without penalty and the customer's meter read~~

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 14 (N)  
(N)

~~dates for its billing cycle.~~

- (3) Basic meter information including the meter number, the type of meter and the intervals currently being collected by the meter.

~~[Sections C.1 a and b above subject to PFMs on OPs 19 and 20]~~

- c. Customer information specified in Sections D.1.a.(1-3) will be released to the customer or its authorized agent up to two (2) times per year per service account at no cost to the requesting party. Thereafter, ~~(Utility)~~PG&E may have the right to assess a processing charge as approved by the CPUC. Customer data specified in Section D.1.a.(5) will be released to the customer or its authorized agent on an ongoing basis at charges authorized by the CPUC, unless provided through electronic means, as outlined in Metering Services, Section F.

(Continued)



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**D. ACCESS TO CUSTOMER DATA (CONT'D.)**

(N)

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs  
 (Cont'd)

- d. Durations by which the non-Utility DRP may continue to receive access to a customer's information shall be specified by the customer in the CISR-DRP. The customer may choose from the following options: (1) indefinite data release until otherwise canceled by the customer, (2) release of data until a date certain, ~~Per D.13-12-029-OP-6;~~ (3) authorization for non-Utility DRP to terminate data release upon DRP DR Service cancellation. ~~(Subject to Joint Utility PFM)~~ If the customer makes no election, Utility will assume that customer authorization is for an indefinite period of time ~~(per CPUC Resolution E-4599).~~

In the event that the customer, not the non-Utility DRP on the customer's behalf, revokes access to customer meter data, PG&E shall provide the non-Utility DRP with immediate notice of the revocation. Under Option (1) (Utility) shall provide non-utility DRP immediate notice when the customer revokes its authorization for the on-going data access, per D.13-09-025.

Under ~~O~~option (3), it is the non-Utility DRP's responsibility to notify ~~(Utility)PG&E~~ to terminate ~~a the~~ non-Utility DRP's access to the customer's data. Upon receipt of the notice of termination from the non-Utility DRP or the revocation of data access authorization from the customer, ~~(Utility)PG&E~~ will cease to provide the customer on-going interval usage data to the non-Utility DRP. ~~–~~However, the non-Utility DRP may continue to receive previously generated data that pertains to the period of time during which customer authorization was valid. This information will assist the non-Utility DRP in settling invoices with the CAISO related to customer service accounts during the time that they were active in DR Services.

- e. When ~~(Utility)PG&E~~ is acting as the MDMA, if daily meter data is available through the utility's portals, the daily meter data will not be RQMD. RQMD data will be available on a monthly basis. When Open ADE is available for utility, the tariff for Open ADE will govern the provision of daily meter data.
2. Access to Direct Access, CA or CCA Service Customer Data when ~~(Utility)PG&E~~ is the DRP but not the MDMA
- a. ~~(Utility)PG&E~~, in its role as a DRP, will contract with the customer's MDMA in order to receive the necessary meter data (as described in Section F) for the purposes of managing its own DRP DR Services program, and to assist in its forecasting, bidding, dispatch, and settlement activities.

3. Customer Inquiries Concerning Billing-Related Issues

- a. Customer inquiries concerning ~~(Utility)PG&E~~'s charges or services should be directed to ~~(Utility)PG&E~~.
- b. Customer inquiries concerning the non-Utility DRP's charges or services should be directed to the non-Utility DRP.

(N)

(Continued)



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- c. Customer inquiries concerning the LSE's charges or services should be directed to the LSE.

(Continued)

Advice Letter No: 4298-E  
Decision No. 12-11-025

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**Brian K. Cherry**  
Vice President  
Regulatory Relations

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**D. ACCESS TO CUSTOMER DATA (CONT'D.)**

(N)

4. Customer Inquiries Related to Emergency Situations and Outages
  - a. {Utility}PG&E will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages, and safety situations. Customers contacting the DRP with such inquiries should be referred directly to {Utility}PG&E.
  - b. It may be necessary for {Utility} PG&E to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC authorized tariffs. {Utility} PG&E shall provide notice to the non-Utility DRP of such curtailments as soon as practical, however {Utility} PG&E is not responsible to notify the non-Utility DRP's Scheduling Coordinator. Nothing in this rule shall change the criteria for load-shedding established by the CAISO, the CPUC, or {Utility}PG&E's operation procedures.
  - c. {Utility}PG&E shall continue to be responsible for implementing its own CPUC-approved DR programs.

**E. DRP DR SERVICE ESTABLISHMENT**

DRPs enrolling bundled service customers must satisfy the following regulatory requirements, as they might apply, before the DRP can provide DRP DR Services in {Utility}PG&E's service territory.

1. CPUC Registration Requirements
  - a. Execute a Demand Response Provider Service Agreement (DRP Service Agreement – Form No 79-1160XXXX) with {Utility}PG&E.
  - b. Satisfy {Utility}PG&E's credit requirements as specified in Section H.
  - c. Register with the CPUC and maintain a valid DRP registration at the CPUC.

(N)

(Continued)



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**E. DRP DR SERVICE ESTABLISHMENT (CONT'D)**

(N)

1. CPUC Registration Requirements (Cont'd)

- d. Complete the CPUC DRP Registration Application Form. DRPs enrolling ~~Utility~~ PG&E's residential and small commercial customers shall also provide the CPUC a performance bond under the name of the CPUC as a security deposit or financial guarantee bond in the amount of pursuant to the matrix below and as specified in the CPUC Registration form.

Number of Customers	Security Deposit Amount
1 – 2,500	\$25,000
2,501 - 5,000	\$50,000
5,001 – 10,000	\$75,000
10,001 +	\$100,000

2. CAISO Requirements

All DRPs enrolling ~~Utility~~ PG&E Bundled Service customers must:

- a. Execute the necessary service agreements for registering resources with the CAISO.
- b. Meet all CAISO's requirements for the DRP and maintain their registration at the CAISO as a qualified DRP.

3. Maintenance of DRP Registration at the CPUC

- a. The CPUC will post the list of registered DRPs on its website. The CPUC will enforce all rules for the DRP registration and may suspend or revoke a DRP registration if the CPUC determines that the DRP violated Rule 24 or terms and conditions outlined in the CPUC DRP Registration Form. The CPUC may require that the DRP periodically renew its registration to maintain its status.
- b. The CPUC will investigate complaints relative to DRP activities and may suspend or revoke a DRP registration if a civil or business court, or the CPUC, finds that the DRP has engaged in activities that warrant such action, after appropriate due process considerations. The CPUC may also allow the DRP to cure any identified deficiencies or inappropriate activities within a reasonable period of time.

(N)

(Continued)



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**E. DRP DR SERVICE ESTABLISHMENT (CONT'D)**

(N)

- 3. Maintenance of DRP Registration at the CPUC (Cont'd)
  - c. DRPs shall keep the CPUC registration information up to date.

4. EDI Requirements

Until superseded by another data exchange process, such as Open ADE, and to the extent the DRP elects to use Electronic Data Interchange (EDI) or analogous platform to communicate with ~~{Utility}PG&E~~ for DRP DR Service implementation, the DRP must satisfy applicable technical requirements, including, without limitation:

- a. A DRP must complete all necessary electronic interfaces for the DRP and ~~{Utility}PG&E~~ to communicate meter reading and usage data.
- b. The DRP must have the capability to exchange data with ~~{Utility}PG&E~~ via the Internet. Alternative arrangements to EDI may be allowed if mutual agreement is made between ~~{Utility}PG&E~~ and the DRP.
- c. The DRP must have the capability to perform EDI transactions, and enter into appropriate agreements related thereto.

**F. METERING SERVICES**

Meter Services are comprised of three primary functions: Meter Ownership, Meter Services (installation, maintenance, and testing), and MDMA services. Each participating DRP DR Service customer must have an interval meter capable of meeting CAISO DR Service requirements being read remotely by ~~{Utility}PG&E~~ when acting in its capacity as MDMA.

1. Meter Changes

If a meter change is required to participate in DRP DR Services (i.e. the existing meter is not an appropriate interval meter), and {Utility} is the MSP, the customer and DRP have choices for how to proceed:

- a. The customer may be scheduled to receive an interval meter as part of ~~{Utility}PG&E's~~ smart meter deployment. In this instance, the customer and DRP can elect to begin DRP DR Services after ~~{Utility} PG&E~~ completes its deployment of ~~{Utility}PG&E~~ smart meters and is able to provide the required interval data.
- b. If an interval meter with a shorter measurement duration is desired, and such a meter is readily available from ~~{Utility}PG&E~~, ~~{Utility}PG&E~~ will provide this meter at an additional CPUC-approved fee.

(N)

(Continued)



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**F. METERING SERVICES (CONT'D.)**

(N)

1. Meter Changes (Cont'd.)

b. (Cont'd.)

(1) For Bundled Service, CCA Service- accounts with a maximum demand of 200 kW or greater for at least one month in the past 12 billing months, ~~{Utility}~~PG&E will provide and install the metering and communication equipment at no cost to the customer.

(2) For Bundled Service, CCA Service accounts whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following;

i. Pay the cost to have ~~{Utility}~~PG&E install an appropriate interval meter that is not a SmartMeter interval meter at the customer's expense pursuant to Electric Rule 2, Special Facilities, or

ii. If the ~~{Utility}~~PG&E SmartMeter requirements meet CAISO DR Services metering standards, wait until a ~~{Utility}~~PG&E SmartMeter is installed and remote-read enabled.

c. For Direct Access and CA service accounts where ~~{Utility}~~PG&E is the Meter Data Management Agent (MDMA), no incremental fees under Rule 24 are required. Metering services shall be provided pursuant to Electric Rule 22.

d. For Direct Access and CA service accounts where ~~{Utility}~~PG&E is the MSP but not the MDMA, then the customer will be responsible for any and all costs associated with providing acceptable interval data to the DRP, including costs for any additional metering, communication equipment, and fees assessed by the customer's Electric Service Provider (ESP).

e. ~~{Utility}~~PG&E is not required to install an interval meter and communication equipment or SmartMeter to provide remote read capability if the installation is impractical or not economically feasible

f. ~~{Utility}~~PG&E shall endeavor to complete the meter change request within fifteen (15) days in the absence of a meter installation backlog or other circumstances beyond ~~{Utility}~~PG&E's control such as, but not limited to, delays in the installation of a communication line to the meter. ~~{Utility}~~PG&E shall provide notice of any current meter service backlog and estimate its next available installation date. However, if the DRP or the customer is willing to pay a fee to expedite the installation of the meter, ~~{Utility}~~PG&E will endeavor to accommodate the request. The fee shall be consistent with fees adopted by the CPUC.

(N)

(Continued)



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**F. METERING SERVICES (CONT'D)**

(N)

1. Meter Changes (Cont'd)

- g. If requested by the customer or the DRP, ~~{Utility}PG&E~~ as the MSP will make available a KYZ pulse connection to its meter so as to provide near real-time access to meter data to the DRP and the customer. The charge for the installation will be reasonable and consistent with CPUC-approved fees for similar services, and shall be paid for by either the customer or DRP. The installation shall not interfere with the normal operation of the meter. ~~{Utility}PG&E~~ will endeavor to complete the installation of its pulse termination block (also known as the pulse interface box) within 15 days of payment by the non-Utility DRP or customer. Resource and access constraints, or certain emergency conditions, may preclude ~~{Utility}PG&E~~ from meeting this timeframe. In these instances, ~~{Utility}PG&E~~ shall provide the DRP notice of the next expected available installation date.

2. MDMA Services ~~P~~performed by ~~{Utility}PG&E~~

~~{Per D-13-12-029, OP 4:}~~

~~{Utility}PG&E~~ shall perform all MDMA services required for DRP DR Service for Bundled Service customers, Community Choice Aggregation Service customers. Also, ~~Utility-PG&E~~ shall perform MDMA services for those Direct Access service customers that have elected ~~{Utility}PG&E~~ to be its MDMA.

MDMA obligations include but are not limited to the following:

- a. Meters for each of the DRP's customers shall be read and converted into RQMD and transferred to the DRP or its designated agent pursuant to applicable standards.
- b. ~~{Utility}PG&E~~ shall provide the DRPs (or their designated agents) with reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions;
- c. The LSE and DRP shall have access to individual customer RQMD via an electronic interface (e.g., MDMA server)
- d. ~~{Utility}PG&E~~ ~~will~~ shall provide RQMD customer data to the DRP in accordance with standards adopted in the DASMMMD or other standards in compliance with the CAISO's applicable requirement, for the DRP's or its agent's consolidation into SQMD for the CAISO. ~~{Utility}PG&E~~ shall be liable for providing timely and accurate Revenue Quality Meter Data (RQMD) to the non-utility DRPs or its designated agent to facilitate final meter data submission in accordance with the CAISO's tariff, for DR Services. If the MDMA is found, through the CPUC's remedy and dispute process, to have failed such responsibilities as to be the sole

(N)

(Continued)



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~~fault for the ability of the DRP or its agent to comply fully with the applicable CAISO requirements, the MDMA shall be held liable, limited to the penalties imposed by the CAISO upon the non-Utility DRP or its Scheduling Coordinator (SC) due to the non-compliance. Such DASMMMD requirements include providing 99% of all usage must be submitted to the DRP within 5 calendar days of the scheduled meter read date. (Subject to Consensus PFM on OP 12)~~

(Continued)

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 (N)

**F. METERING SERVICES (CONT'D.)**

(N)

3. MSP Services performed by ~~{Utility}~~PG&E

When acting as an MSP, ~~{Utility}~~PG&E shall, on a non-discriminatory basis, ensure that the revenue meter equipment is accurate within acceptable limits as specified in ~~{Utility}~~PG&E's applicable rules, and provide testing as necessary to maintain this standard. ~~{Utility}~~PG&E shall endeavor to fulfill requests for meters with interval durations specified by the DRP and/or its customers consistent with Section F.1.b above.

4. Telemetry

If a telemeter is required or communication facilities for sending telemeter information are required to participate in a DRP's program, the telemetering services and communication must conform to the CAISO's telemetry technical requirements. The DRP is solely responsible for providing a communication solution or telemetry solution subject to CAISO requirements at the expense of the DRP. To the extent that ~~{Utility}~~PG&E has the expertise and technical resources to install or assist with installation of the required telemetry solution or communication solution, ~~{Utility}~~PG&E will may install or assist the DRP to facilitate the installation of the telemetry solution, at the DRP's expense.

5. Charges for Metering Services

The metering services for supporting DRP DR Services may be more extensive than normal metering services. ~~{Utility}~~PG&E, as an MSP, may charge the DRP for metering services only to the extent such charges are authorized by the CPUC.

**G. DISCONTINUATION OF SERVICE BY DRP**

1. Service Changes at the Individual Customer Level

The DRP may elect to discontinue providing DRP DR Service to its customers, or the customer may elect to un-enroll/disenroll from the program pursuant to any agreement between the DRP and its customers. Should customer terminate electric service with [Utility], the customer is responsible for terminating its arrangement with the DRP directly. For customers who change their LSE, the DRP is responsible for effectuating necessary changes in the CAISO's DRS.

(N)

(Continued)



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**G. DISCONTINUATION OF SERVICE BY DRP (CONT'D.)**

(N)

2. Service Changes at the CAISO Resource Registration Level

A customer enrolled as part of a Resource Registration at the CAISO may have its DRP DR Service discontinued by its DRP due to the following conditions:

- a. The CPUC terminates or revokes the DRP's registration or its ability to participate in CAISO's DR Services
- b. The CPUC issues an order that otherwise prohibits the DRP from entering into a DRP Service Agreement;
- c. The DRP has materially breached its obligations under the terms and conditions of the DRP Service Agreement;
- d. The DRP exercises its contractual right to terminate the DRP Service Agreement;
- e. The DRP is no longer authorized by the CAISO to provide DR Services.
- f. The CPUC revokes the Utilities' authority to participate in DR Service(s) activities

3. Discontinuation of DRP DR Service by the DRP

- a. The DRP is responsible for notifying the LSE, ~~(Utility)PG&E~~, SC and MDMA, if impacted, when it will discontinue DRP DR Service to the customer.
- b. If the DRP elects to discontinue offering DRP DR Services, the DRP shall also notify the CAISO, CPUC, the LSE of its decision to do so and specify the date(s) on which service will be discontinued. The DRP will effect a termination of its Resource Registration with the CAISO;
- c. If the DRP is no longer able to provide DRP DR Service because its authorization to do so has been terminated or revoked, the DRP shall notify the impacted parties (LSEs, ~~(Utility)PG&E~~, SC, MDMA), and regulatory agencies (CAISO, CPUC) that aren't otherwise involved in the decision of such revocation or termination.
- d. Non-Utility DRPs must notify DRP DR Service participants that they should contact ~~(Utility)PG&E~~ to revoke the authorization for the non-Utility DRP to receive their usage data as of the date the DRP DR Service is canceled.
- e. In the event a non-Utility DRP has been authorized to terminate deliveries of a customer's metering data streams upon the customer's ~~un-~~  
~~enroll~~disenrollment in its DRP DR Service program, the non-Utility DRP is required to notify ~~(Utility)PG&E~~ to stop transmission of data, consistent with customers instructions to the DRP.

~~(Subject to Consensus PFM on OP 21)~~

(N)

(Continued)



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 (N)

**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY ~~{Utility}~~PG&E**

(N)

1. ~~{Utility}~~PG&E may require the non-Utility DRP enrolling Bundled Service customers to establish and maintain its creditworthiness through evaluations, deposits, or other security in the manner described in Section H.2, to the extent the CPUC approves the ability for ~~{Utility}~~PG&E to levy charges for services rendered as a result of DR activities. That is, the creditworthiness only applies to charges that are billed by ~~{Utility}~~PG&E directly to the non-Utility DRP. The method of determining the amount of credit that a DRP would need to submit in order to initiate services within a utility's service territory shall be equal to two times the estimated or actual monthly CPUC-approved fees for DRP DR Service, as described herein and as verified by [Utility]. The non-Utility DRP will be obliged to provide the CPUC with a separate performance bond as part of its registration process for Residential and Small Commercial customers.
2. The non-Utility DRP may establish its creditworthiness with ~~{Utility}~~PG&E through any one of the following:
  - a. Credit Evaluation

A non-Utility DRP with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch is deemed to be creditworthy unless ~~the {Utility}~~PG&E determines that a material change in the non-Utility DRP's creditworthiness has occurred. ~~{Utility}~~PG&E requires the non-Utility DRP to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by the ~~{Utility}~~PG&E, with final credit approval granted by ~~the {Utility}~~PG&E. This evaluation will be completed within ten (10) business days. Credit reports will remain strictly confidential between the credit analysis agency and ~~{Utility}~~PG&E, except to the extent ~~{Utility}~~PG&E is required to disclose to the CPUC or its agents. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the non-Utility DRP's creditworthiness.

(N)

(Continued)



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 (N)

**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY {Utility}PG&E (CONT'D.)**

(N)

2. The non-Utility DRP may establish its creditworthiness with {Utility}PG&E through any one of the following (Cont'd.):

b. Security Deposits

{Per D.13-12-029, OP 7 & 8:1}

The non-Utility DRP may submit and maintain a security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated maximum monthly bill that {Utility}PG&E may expect to remit to the non-Utility DRP for participating in one month of Demand Response Activities, where such estimate is based on the last twelve (12) months of historical activity. The initial value of the security deposit will be two times the monthly fees assessed by {Utility}PG&E upon the DRP. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month Non-Financial commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution rated A/A2 by S&P/Moody's, respectively, (3) surety bonds, defined as renewable and issued by a major insurance company rated A/A2/A by S&P/Moody's/A.M. Best, respectively, or (4) guarantees, with guarantors having a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch unless {Utility}PG&E determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with the {Utility}PG&E prior to the DRP's participation in DRP DR Service.

{Subject to PFM on OP 28 and 29}

c. Security Deposit Payment Timetable

Non-Utility DRPs are obligated to post security deposits with the {Utility}PG&E prior to receiving certain services from {Utility}PG&E which help facilitate their DR activities. {Utility}PG&E shall provide notice to the non-Utility DRP of the appropriate deposit amount upon receiving a service request from the non-Utility DRP. Such a deposit shall be required at least three (3) days prior to {Utility}PG&E providing its services to the non-Utility DRP for DR activities.

(N)

d. Interest on Cash Deposit

{Utility}PG&E will pay interest on cash deposits as described in its Electric Rule 7.

(Continued)



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**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY ~~{Utility}~~PG&E (CONT'D.)**

(N)

2. The non-Utility DRP may establish its creditworthiness with ~~{Utility}~~PG&E through any one of the following (Cont'd.):

e. Ongoing Maintenance of Credit

To ensure continued validity of established unsecured credit, the non-Utility DRP shall promptly notify ~~{Utility}~~PG&E of any material change in its credit rating or financial condition. The non-Utility DRP shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to ~~{Utility}~~PG&E upon request. In the event ~~{Utility}~~PG&E determines that the non-Utility DRP's, or the non-Utility DRP's guarantor's, creditworthiness has materially changed, as set forth above, and the non-Utility DRP, within 30 days written notice, does not rectify or provide a security deposit commensurate with the change in creditworthiness, then ~~{Utility}~~PG&E shall notify the CAISO that the non-Utility DRP has defaulted on its credit requirements and is no longer eligible to participate as a DRP under ~~{Utility}~~PG&E's tariffs.

f. Re-establishment of Credit

A non-Utility DRP whose eligibility as a DRP has been terminated, revoked or suspended under this section may reestablish its credit worthiness by the provision of a security deposit, or by any other manner described in this Section H.

**I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES**

1. Disputes Involving Entities Subject to this Rule

~~{Per D.13-12-029, FOF 23:}~~

Disputes arising under this Rule or Schedule XX [Fees Schedule] shall be resolved in accordance with the CPUC's complaint procedures, Article 4 of the Commission's Rules of Practice and Procedure. Parties may choose to seek resolution through the Alternate Dispute Resolution Processes available through the Commission. The Commission shall resolve complaints regarding customer account eligibility, whether brought by the DRP, ~~{Utility}~~PG&E or the customer, expeditiously. However, entities seeking damages related to this Rule must do so in court.

(N)

~~{Subject to PFM on OP 31}~~

(Continued)



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 (N)

**I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES (CONT'D.)**

(N)

2. Suspension or Revocation of Non-Utility DRP's Registration at the CPUC

~~[Per D.13-12-029, OP 9:]~~

Pursuant to the Commission's authority provided by California Public Utilities Code, Sections 451, and 701, and through 702, the CPUC's enforcement authority includes; but is not limited to, suspension or revocation of non-Utility DRP registration and imposition of penalties and/or fines after appropriate due process. The CPUC's Consumer Affairs Branch (CAB) shall process, and report to the Commission all informal consumer complaints against non-Utility DRPs on a quarterly basis.

If CAB staff determines, after consultation with Energy Division staff and facilitating mediation between a retail customer complainant and a non-Utility DRP, that a resolution cannot be reached, the complaint may be escalated to the CPUC's Safety and Enforcement Division (SED). SED may consider taking appropriate enforcement action, including proposing for Commission consideration the suspension and/or revocation of the non-Utility DRP's registration, and fines and/or penalties against the non-Utility DRP. SED will notify the non-Utility DRP, the CAISO, the relevant LSEs, and the UDC of such pending adverse action. The non-Utility DRP that is the subject of the SED action may respond to such action consistent with the procedures provided in the Commission's Rules of Practice and Procedure.

This process does not exclude alternative means of investigation of complaints regarding non-Utility DRPs as provided by the CPUC's Rules of Practice and Procedure. Information regarding formal and informal complaint processes is available through the CPUC's Public Advisor's Office or at [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

Grounds for potential suspension or revocation of non-Utility DRP's registration and/or penalties or fines are based on the statutes cited in this section and the Commission Decisions (D.)12-11-025 and 13-12-029. Examples of conduct that may violate these authorities include, but are not limited to: include, but are not limited to:

~~Slamming—Enrolling Bundled Service customer(s) without lawful consent(s):~~

- a. Forgery of Rule 24 forms and other required documents;
- b. Use of deceptive or unclear advertisements or terms and

(N)

(Continued)



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conditions in contracts:

- c. Improper registration for servicing residential and small commercial customers (see ~~Demand Response Provider~~DRP Registration Application Form);
- d. Failure in notifying customers when servicing residential and small commercial customers (see Section C.7);
- e. Failure in notifying ~~Utility~~PG&E and other impacted entities of a customer discontinuation of DR Services (see Section G.3);
- f. Violation of dual participation rules (see Section C.2.d)
- g. Non-payment of ~~Utility~~PG&E fees or credit/performance bond lapse. (see Sections E.1 and H).
- h. Unauthorized data transfer of customer specific data to others (see Section D.1.d);
- i. Invalid ~~DRP Provider~~ service agreement with ~~Utility~~PG&E and the CAISO (see Section E);
- j. Failure to fulfill the mutually agreed-upon terms and conditions, e.g., non-payment to the enrolled customers for services rendered (See Customer Notification Form Letter).
- k. Provision of faulty or misleading equipment/data to the customer by the DRP to the detriment of the customer.

3. Appeal of a non-Utility DRP Suspension or Revocation at the CPUC

A non-Utility DRP may appeal in writing to the CAB regarding notification of suspension, revocation, or immediate revocation. To appeal the notification, the disqualified entity must first contact the CAB within thirty (30) days to discuss the issue. If the revoked entity has new information to provide the CAB, then it must be provided to CAB within thirty (30) days. If the revoked entity and the CAB cannot resolve the dispute, then the revoked entity can file a complaint using the CPUC's Formal Complaint process. Information on the formal Complaint process is available through the Public Advisor's Office at the CPUC or on CPUC's website: [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

**J. ACRONYMS**

The following acronyms are used within this Rule 24:

- (BPM) - Business Practice Manual
- (CAB) - CPUC's Consumer Affairs Branch
- (CAISO) - California Independent System Operator
- (CA) - Community Aggregator
- (CCA) - Community Choice Aggregation

(Continued)



**ELECTRIC RULE NO. 24**  
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 26 (N)  
(N)

- (CISR-DR) - Customer Information Service Request for Demand Response
- (CPUC) - California Public Utilities Commission
- (DA) - Direct Access

(Continued)

Advice Letter No: 4298-E  
Decision No. 12-11-025

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed October 10, 2013  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 27 (N)  
 (N)

**J. ACRONYMS (CONT'D.)**

(N)

- (DASMMMD) - Direct Access Standards for Metering and Meter Data
- (DR) - Demand Response
- (DRP) - Demand Response Provider
- (DRS) - Demand Response System
- (EDI) - Electronic Data Interchange
- (ESP) - Electric Service Provider
- (FERC) - Federal Energy Regulatory Commission
- (LSE) - Load Serving Entity
- (MDMA) - Meter Data Management Agent
- (MSP) - Meter Service Provider
- (Open ADE) - Open Automated Data Exchange
- (RQMD) - Revenue Quality Meter Data
- (SC) - Scheduling Coordinator
- (S-LAP) - Sub Load Aggregation Point
- (SQMD) - Settlement Quality Meter Data
- (UDC) - Utility Distribution Company
- (VEE) - Validated, Edited, and Estimated

(N)

(Continued)

Advice 4361-E

Attachment B:

Redline Version: Electric Sample Form  
79-1152 – Form CISR-DRP



Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24

**IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST  
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY**

Under Pacific Gas and Electric Company’s (PG&E’s) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric or gas account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data to a Third Party acting as a Demand Response Provider (~~Third Party~~ Third-party ~~DRP~~ who is participating in the California Independent System Operator’s (CAISO’s) wholesale markets subject to PG&E’s Rule 24. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

This form authorizes the specified Third-Party ~~DRP~~ to access your data to provide demand response services under Rule 24. If you intend to authorize the Third-Party ~~DRP~~ or a different third party to receive additional billing records or billing information, and/or to act as your agent for purposes of making changes to your account and services with PG&E, then you must complete the “Authorization To: Receive Customer Information or Act on a Customer’s Behalf” Form (Form 79-1095), which can be accessed at PGE.com: www.pge.com/tariffs.

I, \_\_\_\_\_  
NAME TITLE (IF APPLICABLE)

of \_\_\_\_\_ (Customer) have the following mailing address  
NAME OF CUSTOMER RECORD

\_\_\_\_\_, and do hereby authorize

MAILING ADDRESS CITY STATE ZIP

of \_\_\_\_\_  
NAME OF THIRD PARTY MAILING ADDRESS

CITY STATE ZIP

To access electricity usage data for the listed account(s) indicated below:

ACCOUNTS INCLUDED IN THIS  AUTHORIZATION OR  REVOCATION (Please check one)

- 1. \_\_\_\_\_ SERVICE ADDRESS SERVICE ACCOUNT NUMBER
- 2. \_\_\_\_\_ SERVICE ADDRESS SERVICE ACCOUNT NUMBER
- 3. \_\_\_\_\_ SERVICE ADDRESS SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

If authorization is being revoked, please continue to the section “Customer Revocation of Authorization” for your signature. To grant your authorization, please continue to complete the section below.



**Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24**

**INFORMATION, ACTS AND FUNCTIONS AUTHORIZED**

A. This authorization provides authority to the Third-Party DRP (and to a limited degree specified below, your Load Serving Entity (LSE)), to request and receive electricity usage data for the account(s) specified above. Requests for information may include the following information, as it is available:

- 1) Customer Account information, including service address and rate schedule,
- 2) Up to 1 year of historical electric meter interval data,
- 3) Unique identifier number ~~for direct participation~~ to track service account in [the CAISO Demand Response Systems for its DR Services](#) (to be provided to your LSE),
- 4) Customer's ~~one digit meter read cycle letter and the next~~ Meter Read Date (for purposes of verifying eligibility date to begin DR Service).

B. By checking the box(es) below, I further authorize the Third-Party DRP to receive the following information about the account(s) listed above:

- PG&E demand response program(s) [and tariff schedule\(s\)](#) in which the service account(s) are currently enrolled [and the estimated date of when the customer may be eligible to participate in DR Service without direct financial consequence from PG&E, Tariff Schedule for the programs, e.g., PG&E's Schedule E-19 \(default Peak Day Pricing\), E-RSAC, or E-BIP. The most recent enrollment or renewal date and the next renewal date, if applicable. Applicable PG&E demand response tariffs include: PG&E's Schedule\(s\) E-RSAC, E-CSAC, E-DBP, E-SLRP, E-OBMC, E-CBP, E-RSMART, E-BIP and PG&E's Aggregator Managed Portfolio \(AMP\). PG&E will also indicate if account\(s\) listed above is participating in the Peak Day Pricing option of its applicable rate schedule.](#)
- Billing history and all electric meter usage data for bill calculation for all my account(s), as specified herein, regarding electric utility services furnished by [the Utility PG&E](#). (Maximum of 12 previous months).

*~~The Utility PG&E~~ will provide the data specified in sections A and B upon request by the Third-Party DRP, without charge, up to two times in a 12-month period per service account provided that this authorization is valid pursuant to Section D below. After two requests in a year, the customer or Third-Party DRP may be responsible for charges that may be incurred to process this request.*

C. By checking one or both of the boxes below, and when PG&E is the Meter Data Management Agent for the service accounts specified, I (Customer) authorize the ongoing release of my electric meter interval data to the Third-Party DRP for the period of time specified in Section D.

- Release ongoing monthly electric meter interval data to the Third-Party DRP for the period specified in Section D below.
- (PG&E Only) Access to next day electric meter interval data, as it is available, to the Third-Party DRP for the period specified in Section D below.

*The customer or its Third-Party DRP may be responsible for charges, authorized by the California Public Utilities Commission, which may be incurred to process the ongoing release of monthly data.*



**Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24**

D. I (Customer) authorize the release of my data, as specified in Sections A, B and C above, for the service account(s) as specified in this form until otherwise revoked. Check the appropriate box below.

Beginning \_\_\_\_\_ and continuing until \_\_\_\_\_.  
[Date] [Date]

OR

Indefinitely, until I revoke this authorization or my account(s) are closed.

OR

Indefinitely, until my Third-Party DRP instructs PG&E to stop disclosing my data to it. [Note: If you check this box, you must also sign the applicable shaded section on the last page.]

I, Customer, further understand that regardless of my election above in this Section D, the data from Sections A, B, and C that I authorize to be transmitted may coincide with the dates of my enrollment in a Third-Party DRP's service such that although I, Customer, may no longer be enrolled in the Third-Party DRP's service, and although I may have submitted revocation of authorization to transmit data, that Third-Party DRP may still receive data that pertains to the period of time during which this authorization was valid. This authorization will assist the Third-Party DRP to settle invoices with the CAISO regarding my service accounts at the time during which they were active in the Third-Party DRP's program.

E. RELEASE OF ACCOUNT INFORMATION:

I (Customer) authorize PG&E will to provide the information requested above, to the extent available, via any one of the following methods. The preferred format is (check all that apply):

Hard copy via US Mail (if applicable):

Facsimile at this telephone number: \_\_\_\_\_.

Secured (not defined) email, or electronic format via a secured data transmission platform.

F. OTHER DATA BEING RELEASED:

Additionally, I (Customer) authorize understand that PG&E will to provide other information to the Third-Party DRP as appropriate under Rule 24 for the Third-Party DRP to use my load to bid into the CAISO market, including without limitation, service account, service voltage, the meter number and type, location of the service account on the CAISO grid (including sub LAP and pNode), and the identity of my meter Data Management Agent, Meter Service Provider, and Load Serving Entity.

I request PG&E to provide information, as it is available, on the earliest eligible date(s) on which I can leave my current PG&E program without any contractual or program obligations under the terms and conditions of the tariff that may result in financial or tariff implications such as but are not limited to, losing bill protection or incentive payments, return of received incentives, and/or penalties. PG&E will indicate type(s) of financial or tariff implications and whether the above information is not available.

G. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.



**Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24**

**CUSTOMER AUTHORIZATION**

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize PG&E to i) release the requested information specified in Sections A, B and C on my account or facilities to the above-designated Third Party. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes and causes of action, damages, or expenses resulting from: 1) any release of information to the Third Party pursuant to this Authorization; 2) the unauthorized use of this information by the Third Party; and 3) from any actions taken by the Third Party pursuant to this Authorization. I understand that I may cancel this authorization at any time by submitting a written revocation using this form.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
MONTH YEAR CITY AND STATE WHERE EXECUTED

**THIRD-PARTY DRP ACCEPTANCE OF CUSTOMER RELEASE PROVISION**

I (Third-Party DRP), hereby release, hold harmless, and indemnify ~~the Utility PG&E~~ from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization

\_\_\_\_\_  
THIRD PARTY DRP SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
MONTH YEAR CITY AND STATE WHERE EXECUTED

**CUSTOMER REVOCATION OF AUTHORIZATION**

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I hereby revoke the authorization to release information to the above-designated Third-Party DRP. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to this revocation, (2) from any refusal to release information to the Third Party pursuant to this revocation: (3) for any conduct by the Third Party in connection with his revocation.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
MONTH YEAR CITY AND STATE WHERE EXECUTED

\*Automated Document, Preliminary Statement, Part A.



Attachment C:

Redline Version: Electric Sample Form  
79-1160 – Demand Response Provider  
(DRP) Service Agreement

# DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

## ~~DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT~~

This Demand Response Provider (“DRP”) Service Agreement (“Agreement”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, by and between “\_\_\_\_\_” (“DRP”), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and the Utility, “Pacific Gas and Electric Company ~~insert name~~” (“UtilityPG&E”), wherein UtilityPG&E is a corporation organized and existing under the laws of the state of California. From time to time, DRP and UtilityPG&E shall be individually referred to herein as a “Party” and collectively as the “Parties.”

### 1. ~~Section 1:~~ General Description of Agreement

- 1.1. This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Electric Rule 24, which this Agreement is intended, in part, to effectuate. This Agreement and Electric Rule 24 shall govern the business relationship between the Parties hereto by which DRP shall offer Demand Response Provider Demand Response Service (DRP DR Service) in the California Independent System Operator’s (CAISO’s) wholesale electricity market through transactions with retail customers in UtilityPG&E’s service territory. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers, consistent with Rule 24, Section C. Except where explicitly defined herein, the definitions controlling this Agreement are contained in the UtilityPG&E’s Rule 1, Definitions, and/or Rule 24, Direct Participation Demand Response.
- 1.2. The form of this Agreement has been developed as part of the California Public Utility Commission’s (CPUC’s or Commission’s) regulatory process, was intended to conform to CPUC directives, was filed with and approved by the CPUC for use between a UtilityPG&E and a DRP participating in the wholesale market with the Utility’s-PG&E’s bundled service customers, and may not be waived, altered, amended or modified, except as provided a) herein or in Rule 24 or b) as may otherwise be authorized by the CPUC. Each party shall be responsible for keeping up-to-date on Commission-authorized changes.

### 2. ~~Section 2:~~ Representations

- 2.1. Each Party agrees to remain in compliance with the terms of this Agreement, Rule 24, as amended from time to time upon CPUC approval, and other applicable Commission rules and requirements regarding use of the UtilityPG&E’s bundled load to provide demand response in the wholesale electric market.
- 2.2. Each person executing this Agreement for the respective Parties expressly represents and warrants he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3. Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party’s legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in

accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

### 3. ~~Section 3:~~ Term of Service

The term of this Agreement shall commence on the last date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date the ~~DRP~~ informs ~~the Utility~~PG&E it is no longer operating as a ~~DRP~~ for ~~the Utility~~PG&E's customers; (b) upon termination pursuant to Section 5 hereof; (c) the effective date of a new ~~DRP~~ Service Agreement between the Parties hereto, or (d) upon relevant modification of Rule 24 that materially affects this Agreement. Notwithstanding the Effective Date of this Agreement, the ~~DRP~~ acknowledges it may only offer Demand Response Service to customers effective on or after the CPUC-approved date for commencement of such services by ~~DRPs~~, and only after it has fulfilled the provisions of Rule 24, Section E.1 and E.3 (CPUC requirements for ~~DRPs~~ enrolling Bundled Service customers).

### 4. ~~Section 4:~~ Billing, Metering, Payment, Other Duties

- 4.1. Metering services that are available to the ~~DRP~~ shall be as described in ~~Utility~~PG&E's Electric Rule 24, Section F.
- 4.2. ~~Utility~~PG&E will bill and the ~~DRP~~ agrees to pay for all services and products provided by ~~Utility~~PG&E, and approved by the CPUC, related to direct participation demand response services in accordance with the terms and conditions set forth in Electric Rule 24 and any fee schedule to be adopted in cost recovery application, hereinafter Schedule ~~E-DRP~~X. Any services provided by the ~~DRP~~ to ~~Utility~~PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.
- 4.3. ~~Utility~~PG&E, to the extent acting as the Meter Data Management Agent (MDMA), agrees to provide meter data to the ~~DRP~~, in accordance with Sections D and F of Electric Rule 24. MDMA services, requested by the ~~DRP~~ or its customers, may be provided by ~~Utility~~PG&E subject to a separate agreement or an otherwise applicable tariff.
- 4.4. ~~DRP~~ may request access from ~~the Utility~~PG&E to customer-specific electric energy usage data subject to obtaining customer authorization and consistent with Commission precedents and orders governing customer data access, as described in ~~Utility~~PG&E's Electric Rule {24 or 32 for SDG&E}, Section D. Customer data may also be obtained through Data Pulse Equipment installed by ~~the Utility~~PG&E provided the ~~DRP~~ has obtained customer consent for such utilization and provided that acquisition of data and such utilization does not interfere with ~~Utility~~PG&E's metering equipment. ~~DRP~~ will be responsible for installation costs. Upon mutual agreement of the parties, customers may authorize ~~DRP~~ access to data using electronic means. As soon as reasonably practical, electronic authorization of third-party data access should supersede paper forms.
- 4.5. ~~To the extent a customer indicates on the Form CISR-DRP that it authorizes its ~~DRP~~ to notify the ~~Utility~~PG&E of the customer's ~~un-~~disenrollment from Demand Response Service pursuant to the relevant checkbox on the Form CISR-DRP, the ~~DRP~~ must effectuate the customer's wishes by notifying ~~the Utility~~PG&E immediately so that ~~the Utility~~PG&E can terminate transmission of the specified data to the ~~DRP~~. The ~~DRP~~ releases, holds harmless and indemnifies ~~the Utility~~PG&E from any liability, claims, demands, causes of action, damages or expenses resulting from any failure to timely notify ~~the Utility~~PG&E of the customer's ~~un-~~disenrollment. In the event that the customer, not the ~~DRP~~ on the customer's behalf, revokes access to customer meter data, PG&E shall provide the ~~DRP~~ with immediate notice of the revocation.~~

## DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

~~The Utility shall also provide the DRP immediate notice when the customer revokes its authorization for the data access, per D.13-09-025.~~

4.6.4.5.

4.7.4.6. In accordance with Rule 24, Section H, the DRP must establish a security deposit limited to twice the estimated maximum monthly bill for ~~the Utility~~PG&E charges under this Agreement.

### 5. ~~Section 5:~~ Events of Default and Remedy for Default

- 5.1. An Event of Default under this Agreement shall occur if either Party breaches a material term of this Agreement or ~~Utility~~PG&E's Electric Rule 24 and does not cure such breach within thirty (30) calendar days of receipt of written notice from the non-defaulting Party, or within such time as may be provided by this Agreement or Rule 24.
- 5.2. In the Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under ~~Utility~~PG&E's Electric Rule 24; (b) to the extent not inconsistent with ~~Utility~~PG&E's Electric Rule 24, to exercise any and all remedies provided for by law or in equity; and (c) to terminate this Agreement upon written notice to the other Party which shall be effective upon the receipt thereof.
- 5.3. Breach by any Party hereto of any provision of Rule 24 shall be governed by applicable provisions therein and each Party will retain all rights granted thereunder.

### 6. ~~Section 6:~~ Nondisclosure

- 6.1. Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include customer-specific information transmitted by ~~the Utility~~PG&E to the DRP regarding location of customer service accounts on the CAISO grid (Sub-Lap and pNode), service voltage, meter numbers and types, the identity of customers' MDMA, Meter Service Provider and Load Serving Entity, and any Unique Customer Identifier(s) assigned by ~~Utility~~PG&E and entered into CAISO's Demand Response System by a DRP. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. These obligations with respect to treatment of Confidential Information shall survive this Agreement pursuant to Section 22.8 below. Customers' interval usage data, disclosed by ~~[Utility~~PG&E] subject to customer authorization via Form CISR-DRP, shall not be considered Confidential Information as defined in this Agreement. However, the DRP is subject to Rule 25 [27 for PG&E] as a Covered Entity to the extent that the DRP receives interval usage data for more than ten customers.

- 6.2. Notwithstanding the foregoing, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

## **7. ~~Section 7:~~ Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the total amount paid or payable to ~~Utility~~PG&E under this Agreement or Schedule ~~E-DRP~~X during the six-month period immediately preceding the event giving rise to the claim(s). In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

## **8. ~~Section 8:~~ Indemnification**

- 8.1. To the fullest extent permitted by law, and subject to the limitations set forth in Section 7 of this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates, subsidiaries and their shareholders, officers, directors, employees, contractors agents, servants, successors and assigns (collectively, the "Indemnified Party") from and against any and all third-party claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees ("Claims"), to the extent arising from negligent or willful act or omission by the Indemnifying Party in the performance of this Agreement, except to the extent arising from any negligent or willful act or omission of the Indemnified Party. This Section 8 represents the Indemnifying Parties' entire obligation and the Indemnified Party's exclusive remedy regarding any third party claims.
- 8.2. If any claim covered by Section 8.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to assume the defense of such claim. If a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
- 8.3. The Indemnifying Party's obligation to indemnify under this Section 8 shall survive termination or assignment (from the period of time prior to the assignment) of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

## **9. ~~Section 9:~~ Assignment and Delegation**

## DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

- 9.1. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 9 shall be void *ab initio*.
- 9.2. Notwithstanding the provisions of this Section 9, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party at least thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and ~~Utility~~PG&E's Electric Rule 24. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

### **10. ~~Section 10:~~ Independent Contractors**

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 9 of this Agreement) as an independent contractor.

### **11. ~~Section 11:~~ Entire Agreement**

This Agreement consists of, in its entirety, this Demand Response Provider Service Agreement and all attachments hereto, and all Demand Response Service Requests submitted pursuant to this Agreement and Utility's Electric Rule 24. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof with the exception of Rule 24, the terms of which are incorporated herein, and Schedule ~~E-DRPX~~, which shall be read in conjunction with this Agreement.

### **12. ~~Section 12:~~ Enforceability**

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

### **13. ~~Section 13:~~ Notices**

- 13.1. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; (c) U.S. Mail, first class postage pre-paid, or (d) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to the DRP:

## DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

Company Name Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

If the notice is to the LSE:

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

E-mail address \_\_\_\_\_

Facsimile: \_\_\_\_\_

13.2. Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3. Each Party shall designate in Attachment A the person(s) to be contacted with respect to specific operational matters relating to Demand Response Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

### **14. ~~Section 14:~~ Time of Essence**

The Parties expressly agree that time is of the essence for all portions of this Agreement.

### **15. ~~Section 15:~~ Dispute Resolution**

15.1. Should ~~Utility~~PG&E and DRP have an unresolved dispute under this Agreement, the dispute shall initially be referred to a Vice President of ~~[UtilityPG&E]~~, or his/her designee, and an officer of DRP, or designee, for resolution. Should the dispute remain unresolved after good faith informal dispute resolution, the Parties shall proceed under the Dispute Resolution outlined in Section I of ~~Utility~~PG&E's Electric Rule 24.

15.2. If the dispute involves a request for damages, Parties are notified that the Commission has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues, or, if no agreement is reached, to pursue other legal remedies that may be available to the Parties with the understanding that nothing in this section vitiates the effect of Sections 7 and 8 *supra*.

### **16. ~~Section 16:~~ Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law

## DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

or this Agreement, the federal and state courts located in \_\_\_\_\_ County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

### **17. ~~Section 17:~~ Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. Both Parties shall take all reasonable steps to comply with this Agreement and UtilityPG&E's Electric Rule 24 despite occurrence of a Force Majeure Event.

### **18. ~~Section 18:~~ Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

### **19. ~~Section 19:~~ Conflicts Between this Agreement and UtilityPG&E's Electric Rule 24**

Should a conflict exist or develop between the provisions of this Agreement and UtilityPG&E's Electric Rule 24, Rule 24 shall prevail.

### **20. ~~Section 20:~~ Amendments or Modifications**

- 20.1. Except as provided in Section 1.2, no amendments or modifications shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties to the extent they are consistent with Commission approval, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade. Substantive changes to the terms of this Agreement shall be first approved by the Commission.
- 20.2. This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, DRP may elect to terminate this Agreement upon written notice to UtilityPG&E, which shall be effective upon the receipt thereof. UtilityPG&E retains the right to unilaterally

file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in UtilityPG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

**21. ~~Section 21:~~ Audits**

- 21.1. When the DRP reasonably believes that errors related to billing and metering activity may have occurred and ~~the UtilityPG&E~~ is the MDMA for the customer(s), the DRP may request the production of such documents as may be required to verify the accuracy of such billing and metering, provided that requisite customer consent has been obtained by the DRP. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, discovers actual errors related to metering activity, the requesting Party may direct that an audit be conducted. ~~The UtilityPG&E~~ and the DRP shall designate their own employee representative or their contracted representative to audit the other party's records subject to confidentiality requirements.
- 21.2. Any such audit shall be undertaken by ~~the UtilityPG&E~~, the DRP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. UtilityPG&E and the DRP agree to cooperate fully with any such audit.
- 21.3. Specific records to support the accuracy of meter data provided in the settlement process may require examination of metering support documentation maintained by subcontractors. Each of ~~the UtilityPG&E~~ and the DRP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to the settlement process for Demand Response Service.
- 21.4. The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within thirty (30) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.
- 21.5. This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

**22. ~~Section 22:~~ Miscellaneous**

- 22.1. Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

## DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

- 22.2. The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.
- 22.3. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 22.4. Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing signed by the waiving Party.
- 22.5. Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 7 and 8 hereof.
- 22.6. To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Demand Response Service, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.
- 22.7. Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, covenants and rights and obligations with respect to indemnification, payment, settlement, and confidentiality, shall so survive.
- 22.8. Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

<u>(DRP Company Name)</u>	<b><u>PACIFIC GAS AND ELECTRIC COMPANY</u></b>
<u>(Signature)</u>	<u>(Signature)</u>
<u>(Type/Print Name)</u>	<u>(Type/Print Name)</u>
<u>(Title)</u>	<u>(Title)</u>
<u>(Date)</u>	<u>(Date)</u>

[Signature Blocks + Attachment A]

**DEMAND RESPONSE PROVIDER (DRP)**  
**SERVICE AGREEMENT**

**ATTACHMENT A**  
**Metering and Meter Reading Services**

**A. Contact Persons (Section 13.3):**

1. Metering and Meter Reading Services

**LSE Contact:** \_\_\_\_\_

Email Address: \_\_\_\_\_

**DRP Contact:** \_\_\_\_\_

Email Address: \_\_\_\_\_

**MDMA Contact:** \_\_\_\_\_

# DRP SERVICE AGREEMENT – ATTACHMENT A METERING AND METER READING SERVICES

Email Address: \_\_\_\_\_

**B. Parties' Representatives (Section 15.1):**

**LSE Representative:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DRP Representative:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Attachment D1:

Clean Version: Demand Response Service  
Provider Registration Application Form

# DEMAND RESPONSE SERVICE PROVIDER REGISTRATION APPLICATION FORM

**Per Decision 12-11-025, the following registration form is required of all providers of demand response service to bundled service customers. All Demand Response Providers (DRPs) must complete the entire form, Sections 1-13. DRPs serving either Residential customers, or Non-Residential customers with peak demand less than 20 kW ("Small Customers") must complete this entire form and post bond.**

**\*\*\*PLEASE PRINT OR TYPE\*\*\***

DRP No. \_\_\_\_\_

1. Exact Legal Name of Registrant:

\_\_\_\_\_

If registrant is conducting business in California under a fictitious business name, list all the names under which the registrant is doing business as (DBA) in California, and the date and county in which the fictitious business name statement was filed (Attach additional page if necessary). For each DBA, provide a copy of the proof of publication of the fictitious business name, or a copy of the certified fictitious business name statement. (See Business & Professions Code Sections 17910, 17917, 17926)

DBA	Date	County
DBA	Date	County
DBA	Date	County

2. Current Address:

\_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

3. Current Telephone Number: \_\_\_\_\_

4. Type of Ownership:

- Individual   
  Partnership   
  Corporation   
  Limited Liability Company  
 Government Entity   
  Other

Complete and mail this application along with \$100.00 certified check to:  
 State of California  
 Public Utilities Commission  
 Energy Division - DRP Registration  
 505 Van Ness Avenue  
 San Francisco, CA 94102

**INCOMPLETE APPLICATIONS CANNOT BE PROCESSED**

**FOR CPUC USE ONLY**

Application Processed

By: \_\_\_\_\_

Date: \_\_\_\_\_

5. If a non-California corporation, limited liability company, or limited partnership, attach a copy of the certificate from the California Secretary of State permitting the entity to transact business in California. (See Corporations Code Sections 2105, 15692, 17451)

6. a. If registrant is a corporation, the state in which the registrant is incorporated and

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_  
(Date) (State)

b. List names and titles of corporate officers. (Attach additional page if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If registrant has listed type of ownership as "government entity" provide a brief description of the government entity, and list the names and titles of the personnel responsible for providing DRP DR Services to residential and small commercial customers. (Attach additional page if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. The street address and telephone number of the registrant's principal place of business, if *DIFFERENT* from current address and telephone number listed in line numbers 2 and 3:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number

9. Estimated number of Residential and Small Commercial Customers that you plan to provide DRP DR services to, if any.

10. Before you can apply to register as a demand response provider (DRP), you are required to execute a service agreement with each utility distribution company (UDC) in whose service territory you plan to do business. State the name of each Utility for which you have a signed a DRP Service Agreement. Attach to this form an executed copy of each DRP Service Agreement.

Name of Utility(s):

\_\_\_\_\_  
\_\_\_\_\_

**11. The name, title, address and telephone number of the person to whom correspondence or communication regarding customer complaints or inquiries are to be addressed.**

Name		Title
Address		
City	State	Zip Code
Telephone Number	FAX Number (If available)	E-Mail Address (If available)

**12. Name and Address of Agent for Service of Process:  
(Must Be Located In California - See Corporations Code Sections 1505, 15800, 17057, 17060)**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**13. Disclosures**

**a. Has the registrant, or any of the general partners, or corporate officers or directors, or limited liability company members, managers, and officers, ever been convicted of any felony?**

No     Yes    If yes, please explain on additional page.

**b. Within the last ten years, have any of these persons had any civil, criminal, or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation?**

No     Yes    If yes, please explain on additional page.

**NOTICE**

Each DRP registered with the California Public Utilities Commission (CPUC) should be familiar with all the laws and decisions pertaining to the offering of demand response services to customers in California. This notice mentions some of the provisions that the DRP must abide by.

For DRPs providing DRP DR Services to residential and small commercial customers, to be issued a DRP Registration number, you are required to provide the CPUC with a cash (cashier's check) security deposit in the minimum amount specified by the CPUC's DRP Bond Formula contained in Electric Rule 24 or post a performance bond in favor of the CPUC in that amount. This deposit must be received by the CPUC before your DRP registration will be considered complete. The deposit or performance bond shall be delivered to the Energy Division address listed on the first page of this form. In the alternative, the DRP may elect to open a customer trust account in a format approved by the CPUC's General Counsel. Pending such an approval, the DRP must post the cash deposit or the performance bond. This deposit requirement is subject to change.

Prior to registering the customer in CAISO, a DRP providing DRP DR Services to any residential or Small Commercial Customer is required to provide the potential customer with a written notice that describes the price, terms, and conditions of service. The notice shall include all of the elements set forth in the CPUC's direct participation consumer protection decisions, D.12-11-025 and D.13-12-029.

**Any material change in the information required by this form shall be provided to the CPUC within 60 days, except for any change in the DRP's telephone number or address, which shall be reported within five days of such a change.**

**Submit the original signed form together with all required documents, and three additional copies.**

**DECLARATION**

**If this registration form is verified outside of California, the verification must be made by an affidavit sworn or affirmed before a notary public.)**

**I, (print name and title) \_\_\_\_\_ hereby certify that I am empowered to act on behalf of \_\_\_\_\_ (registrant's name) and to make this application on its behalf. I declare under the penalty of perjury under the laws of the State of California that I have read the above notice, that the above statements and information submitted in connection with this application are true and correct, and that any documents furnished in connection with this application are true and correct copies.**

**Dated this \_\_\_\_\_, at \_\_\_\_\_**  
**(Date) (Place of Execution)**

**Signature: \_\_\_\_\_**

Attachment D2:

Redline Version: Demand Response  
Service Provider Registration Application  
Form



5. If a non-California corporation, limited liability company, or limited partnership, attach a copy of the certificate from the California Secretary of State permitting the entity to transact business in California. (See Corporations Code Sections 2105, 15692, 17451)

6. a. If registrant is a corporation, the state in which the registrant is incorporated and

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_  
(Date) (State)

b. List names and titles of corporate officers. (Attach additional page if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If registrant has listed type of ownership as "government entity" provide a brief description of the government entity, and list the names and titles of the personnel responsible for [providing DRP DR Services managing the sale of electricity](#) to residential and small commercial customers. (Attach additional page if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. The street address and telephone number of the registrant's principal place of business, if *DIFFERENT* from current address and telephone number listed in line numbers 2 and 3:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number

9. Estimated number of Residential and Small Commercial Customers that you plan to [provide DRP DR services to serve, if any.](#)

10. Before you can apply to register as a demand response provider (DRP), you are required to execute a service agreement with each utility distribution company (UDC) in whose service territory you plan to do business. State the name of each Utility for which you have a signed a DRP Service Agreement. Attach to this form an executed copy of each DRP Service Agreement.

Name of Utility(s):

\_\_\_\_\_  
\_\_\_\_\_

11. The name, title, address and telephone number of the person to whom correspondence or communication regarding customer complaints or inquiries are to be addressed.

Name		Title
Address		
City	State	Zip Code
Telephone Number	FAX Number (If available)	E-Mail Address (If available)

12. Name and Address of Agent for Service of Process:  
(Must Be Located In California - See Corporations Code Sections 1505, 15800, 17057, 17060)

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

13. Disclosures

a. Has the registrant, or any of the general partners, or corporate officers or directors, or limited liability company members, managers, and officers, ever been convicted of any felony?

No  Yes If yes, please explain on additional page.

b. Within the last ten years, have any of these persons had any civil, criminal, or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation?

No  Yes If yes, please explain on additional page.

### NOTICE

Each DRP registered with the California Public Utilities Commission (CPUC) should be familiar with all the laws and decisions pertaining to the offering of demand response services to customers in California. This notice mentions some of the provisions that the DRP must abide by.

For DRPs [providing DRP DR Services to serving](#) residential and small commercial customers, to be issued a DRP Registration number, you are required to provide the CPUC with a cash (cashier's check) security deposit in the minimum amount specified by the CPUC's DRP Bond Formula contained in Electric Rule 24 or post a performance bond in favor of the CPUC in that amount. This deposit must be received by the CPUC before your DRP registration will be considered complete. The deposit or [performance financial guarantee](#) bond shall be delivered to the Energy Division address listed on the first page of this form. In the alternative, the DRP may elect to open a customer trust account in a format approved by the CPUC's General Counsel. Pending such an approval, the DRP must post the cash deposit or the performance bond. This deposit requirement is subject to change.

Prior to ~~registering the customer in CAISO, signing up and initiating a~~ DRP providing DR demand response ~~Services on behalf of~~ any residential or Small Commercial Customer, ~~each registered~~ DRP serving such customers is required to provide the potential customer with a written notice that describes the price, terms, and conditions of service. The notice shall include all of the elements set forth in the CPUC's direct participation consumer protection decisions, D.12-11-025 and D.13-12-029.

**Any material change in the information required by this form shall be provided to the CPUC within 60 days, except for any change in the DRP's telephone number or address, which shall be reported within five days of such a change.**

**Submit the original signed form together with all required documents, and three additional copies.**

### DECLARATION

**If this registration form is verified outside of California, the verification must be made by an affidavit sworn or affirmed before a notary public.)**

I, (print name and title) \_\_\_\_\_ hereby certify that I am empowered to act on behalf of \_\_\_\_\_ (registrant's name) and to make this application on its behalf. I declare under the penalty of perjury under the laws of the State of California that I have read the above notice, that the above statements and information submitted in connection with this application are true and correct, and that any documents furnished in connection with this application are true and correct copies.

Dated this \_\_\_\_\_, at \_\_\_\_\_  
(Date) (Place of Execution)

Signature: \_\_\_\_\_

Attachment E1:

Clean Version: Customer Notification Form  
Letter for Non-Utility DRPs Serving  
Residential and Small Commercial  
Customers

**ELECTRIC RULE NO. 24**  
DIRECT PARTICIPATION DEMAND RESPONSE

CUSTOMER NOTIFICATION FORM LETTER

FOR NON-UTILITY DEMAND RESPONSE PROVIDERS SERVING  
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS

[Date]

Dear Customer,

[DRP Name] sends this letter by the order of the California Public Utilities Commission (“Commission” or “CPUC”) to all residential and small commercial customers<sup>1</sup> who have expressed interest in enrolling in Demand Response (“DR”) Services with a non-utility DR Provider (DRP). You have the right to choose to enroll in DR Service(s) with a non-utility DRP. This is only a summary and may not fully convey the terms and conditions of your contract.

**SUMMARY OF YOUR DR SERVICE CONTRACT**

***Terms and Conditions***

<b>Incentive payment(s)</b>	<i>Insert whether the payment is fixed, e.g., \$/customer/yr. or mo. or \$/kW/yr. or mo., and/or variable, e.g., energy payments, etc.</i>
<b>Response to a DR Event</b>	<i>Insert what is required of the customer; indicate whether the response is mandatory or voluntary; indicate the minimum duration of the event if applicable.</i>
<b>Event Notification</b>	<i>Insert the time in advance for customer to be notified about an event, e.g., real time, 5, or 30 min. etc.</i>
<b>Event Criteria</b>	<i>Insert the list of criteria for which an event will be triggered.</i>
<b>Event Period</b>	<i>Insert the season and monthly/weekly/daily hours that an event will be triggered.</i>
<b>Number of Events</b>	<i>Insert the limit or estimated number of events/month/week/day if applicable including ‘unlimited.’</i>
<b>Term(s) of DR Service</b>	<i>Insert the start and end dates of the enrollment.</i>
<b>Installed Equipment</b>	<i>Insert what equipment is needed at the customer’s site and the costs to the customer if any.</i>
<b>Meter Data Access</b>	<i>Insert what and how the DRP will access customer usage and other account data.</i>
<b>Penalties for non-performance</b>	<i>Insert if there are any penalties for non-performance and describe how the penalties will be calculated.</i>

<sup>1</sup> D.12-11-025, Ordering Paragraph 17.

**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

<b>Your right to cancel</b>	<i>Insert the grace period in which the customer can cancel the enrollment without any charges or penalties.</i>
<b>Estimated Incentive Payments</b>	<i>Provide the estimated incentive payments based on the customers' load and the terms and conditions on an annual basis or the total if the enrollment is less than a year.</i>
<b>Additional Information</b>	<i>Insert additional details describing the terms and conditions.</i>

**[For customers enrolled in PG&E's event-based demand response program(s):]**

We would like to inform you that upon the enrollment in our {DR Service} as of [date], PG&E will automatically disenroll your service account from Peak Day Pricing and place it under an Otherwise Applicable Tariff (OAT). You should be aware that you may lose your bill protection under Peak Day Pricing. Please contact PG&E for more details on Peak Day Pricing obligations and OAT provisions.

Attached please find additional customer information and a summary of CPUC rules on DR Services.

Sincerely yours,

**[DRP Signature block]**

/s/ \_\_\_\_\_

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298

**ELECTRIC RULE NO. 24**  
DIRECT PARTICIPATION DEMAND RESPONSE**IMPORTANT CUSTOMER INFORMATION**

**The DR Provider's (DRP's) letter provides only a summary of the terms and conditions.** If you want more detail about the costs, terms, and conditions of your DR Service, read the complete terms and conditions in your contract with the non-utility DRP or by calling your DRP representative. Please read the DRP letter and the following information carefully prior to the commencement of DR service.

**SUMMARY OF CPUC RULES ON DR SERVICES**

The California Public Utilities Commission ("CPUC" or "Commission") adopted a set of rules, called Electric Rule 24, applicable to all DRPs providing DR Services to utilities' Bundled Service customers, which can be found in your utility's website.<sup>2</sup> The following are some important highlights of Rule 24, and other applicable CPUC regulations:

**DRP Registration**

All non-utility DRPs must have a valid registration with the Commission and the California Independent System Operator (CAISO) prior to providing DR Service(s). Customers should confirm non-utility DRPs are properly registered and listed on the CPUC website, when considering the DR Services.<sup>3</sup>

**Enrollment with Multiple DRPs or Utility DR Programs**

The CPUC prohibits customer account registration with multiple DRPs at the CAISO for the same period or in DR Service with a non-utility DRP while simultaneously participating in a utility demand response program.<sup>4</sup> You need to notify your DRP to disenroll you from your current DR Service or program prior to enrolling with another DRP for the same period.

By enrolling in a DR Service with a non-utility DRP, you understand that you must disenroll from PG&E's demand response program(s). Disenrollment from the DR Services or PG&E's program(s) will be subject to any contractual or program obligations currently in effect with your current DR Service or PG&E's demand response program(s).

<sup>2</sup> *[Insert website link to Rule 24 Tariff of appropriate IOU here OR link all three IOU Rule 24 Tariff]*

<sup>3</sup> You may find registered non-utility DRPs on the CPUC website at: *[Insert link to CPUC registration website]*

<sup>4</sup> Please check with your utility or its website for a complete list of the utility DR programs.

If you are currently on the Peak Day Pricing program, you will be automatically disenrolled from the program upon the enrollment of DR Service and the DRP successfully registering your service account in the CAISO's system. PG&E will place your service account under a new applicable rate schedule, e.g., Time of Use rate. You may lose bill protection under the Peak Day Pricing program, which may affect your utility bills.

**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

**Meter Data Access**

All non-utility DRPs must obtain customer approval in order to access your electric usage data and other personal information regarding your service account. Consent is provided through your utility's Customer Information Service (CISR-DRP) form, or other electronic means, if available. You may obtain the CISR-DRP form from your utility or non-utility DRP. The CISR-DRP form also allows you to revoke, at any time, any previously granted authorization, subject to any early termination provisions specified in your contract.

The CISR-DRP form provides you with options to authorize your DRP to access your data, including for a specified period of time or indefinitely, until revoked by you. If you make no election, your utility will assume that your authorization is for an indefinite period of time (per CPUC Resolution E-4599). With your permission, your DRP may also act as your agent to automatically revoke data transmittal on your behalf upon disenrollment from DR Service.

***When discontinuing DR Service with your DRP, it will be YOUR responsibility to REVOKE authorization to STOP the transmittal of your energy usage data and other previously authorized personal information from your utility to the DRP.***

**Customer Privacy**

Once you authorize disclosure of your energy usage data and other personal information to a non-utility DRP, the non-utility DRP is required to maintain the privacy and security of that data, subject to the Commission's privacy policies, your utility is not. The Commission's privacy policies can be found in Decisions (D.) 12-08-045 and 11-07-056-or by contacting your DRP.

**Complaint Procedures**

You have the option to file a complaint or action at the appropriate business court or agency. You may also file a formal complaint, informal complaint, or seek alternate dispute resolution (ADR) at the Commission regarding your DR Services. [CPUC Website(s)]

**Informal Complaint:**

*Send a written complaint to:*  
Consumer Affairs Branch  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102

OR

*Submit a written complaint online at:* [www.cpuc.ca.gov/CAB](http://www.cpuc.ca.gov/CAB)

OR

Call 800-649-7570 (toll free) or 415-703-4973  
TDD for speech and hearing impaired call 800-229-6846 (statewide).  
Public telephone hours are between 8:30 a.m. and 4:30 p.m.

**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

**Formal Complaint:**

Through the Formal Complaint procedure, the Commission can order the DRP to take corrective action, including reimbursements for non-payment of performance. It is important to note, however, that the Commission is not allowed to award damages for such things as personal injury, property damage, emotional distress, or loss of wages or profits. To request compensation for damages, the customer must file a claim in a civil court.

**Privacy Notice**

Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the Commission become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, email address and the facts of your case may be available on-line for later public viewing.

A formal complaint must be filed at the Commission.<sup>5</sup> **If you need help with or have any questions about filing your formal complaint, contact CPUC's Public Advisor's Office.**

The Public Advisor-CPUC  
505 Van Ness Avenue  
San Francisco, CA 94102  
866-849-8390 (toll free)  
415-703-2074  
[public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)  
[www.cpuc.ca.gov/PUC/aboutus/Divisions/CSID/Public+Advisor/](http://www.cpuc.ca.gov/PUC/aboutus/Divisions/CSID/Public+Advisor/)

For detailed instructions on the filing of an informal or formal complaint can be found on the CPUC's website:

<https://www.google.com/url?q=http://www.cpuc.ca.gov/NR/rdonlyres/43D7B57B-E8BA-4A04-B563-5F498548C536/0/ComplaintForm20121102.pdf>

**Alternative Dispute Resolution Program (ADR)**

ADR commonly describes processes, such as facilitation, negotiation, mediation, and early neutral evaluation to help disputants resolve a conflict without a formal decision by a court or agency. When successful, ADR may achieve results that a court or agency could not order, give the parties more ownership in the result, and reduce litigation and agency costs.

The Administrative Law Judge (ALJ) Division administers the ADR program and trained, experienced ALJs serve as neutrals in the program.

**ELECTRIC RULE NO. 24**  
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ADR can occur at any time during a formal proceeding. The early use of ADR saves parties time and money and avoids unnecessary escalation of a dispute. On occasion, ADR may be available to help resolve disputes that are still informal and have yet to be filed as formal complaints. Most ADR sessions are completed in ½ to 2 days. Some ADR sessions continue over several weeks, with the parties meeting for a day or two at a time.

For additional information visit: [www.cpuc.ca.gov/PUC/ADR/](http://www.cpuc.ca.gov/PUC/ADR/).

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Energy Division

DRP Registration

*[Insert Energy Division website info and Energy Division staff contact information on DRP registration]*

**[Utility]**

*[Insert the utility's contact information]*

*[Insert specific Rule 24 tariff website]*

**[DRP]**

*[Insert DRP contact information for customer service or representative]*

Attachment E2:

Redline Version: Customer Notification  
Form Letter for Non-Utility DRPs Serving  
Residential and Small Commercial  
Customers

**ELECTRIC RULE NO. 24**  
DIRECT PARTICIPATION DEMAND RESPONSE

CUSTOMER NOTIFICATION FORM LETTER

FOR NON-UTILITY DEMAND RESPONSE PROVIDERS SERVING  
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS

[Date]

Dear Customer,

[DRP Name] sends this letter by the order of the California Public Utilities Commission (“Commission” or “CPUC”) to all residential and small commercial customers<sup>1</sup> who have expressed interest in enrolling in Demand Response (“DR”) Services with a non-utility DR Provider (DRP). You have the right to choose to enroll in DR Service(s) with a non-utility DRP. This is only a summary and may not fully convey the terms and conditions of your contract.

**SUMMARY OF YOUR DR SERVICE CONTRACT**

***Terms and Conditions***

<b>Incentive payment(s)</b>	<i>Insert whether the payment is fixed, e.g., \$/customer/yr. or mo. or \$/kW/yr. or mo., and/or variable, e.g., energy payments, etc.</i>
<b>Response to a DR Event</b>	<i>Insert what is required of the customer; indicate whether the response is mandatory or voluntary; indicate the minimum duration of the event if applicable.</i>
<b>Event Notification</b>	<i>Insert the time in advance for customer to be notified about an event, e.g., real time, 5, or 30 min. etc.</i>
<b>Event Criteria</b>	<i>Insert the list of criteria for which an event will be triggered.</i>
<b>Event Period</b>	<i>Insert the season and monthly/weekly/daily hours that an event will be triggered.</i>
<b>Number of Events</b>	<i>Insert the limit or estimated number of events/month/week/day if applicable including ‘unlimited.’</i>
<b>Term(s) of DR Service</b>	<i>Insert the start and end dates of the enrollment.</i>
<b>Installed Equipment</b>	<i>Insert what equipment is needed at the customer’s site and the costs to the customer if any.</i>
<b>Meter Data Access</b>	<i>Insert what and how the DRP will access customer usage and other account data.</i>
<b>Penalties for non-performance</b>	<i>Insert if there are any penalties for non-performance and describe how the penalties will be calculated.</i>

<sup>1</sup> D.12-11-025, Ordering Paragraph 17.

**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

<b>Your right to cancel</b>	<i>Insert the grace period in which the customer can cancel the enrollment without any charges or penalties.</i>
<b>Estimated Incentive Payments</b>	<i>Provide the estimated incentive payments based on the customers' load and the terms and conditions on an annual basis or the total if the enrollment is less than a year.</i>
<b>Additional Information</b>	<i>Insert additional details describing the terms and conditions.</i>

**[For customers enrolled in ~~the utilities'~~PG&E's event-based demand response program(s):]**

We would like to inform you that upon the enrollment in our {DR Service} as of [date], ~~your utility~~PG&E will automatically disenroll your service account from ~~{Critical Peak Pricing}~~Peak Day Pricing and place it under an Otherwise Applicable Tariff (OAT). You should be aware that you may lose your bill protection under ~~{Critical Peak Pricing}~~Peak Day Pricing}. Please contact ~~your utility~~PG&E for more details on ~~{Critical Peak Pricing}~~Peak Day Pricing obligations and OAT provisions.

Attached please find additional customer information and a summary of CPUC rules on DR Services.

Sincerely yours,

**[DRP Signature block]**  
 /s/ \_\_\_\_\_

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



**ELECTRIC RULE NO. 24**  
DIRECT PARTICIPATION DEMAND RESPONSE

**IMPORTANT CUSTOMER INFORMATION**



**The DR Provider's (DRP's) letter provides only a summary of the terms and conditions.** If you want more detail about the costs, terms, and conditions of your DR Service, read the complete terms and conditions in your contract with the non-utility DRP or by calling your DRP representative. Please read the DRP letter and the following information carefully prior to the commencement of DR service.

**SUMMARY OF CPUC RULES ON DR SERVICES**

The California Public Utilities Commission ("CPUC" or "Commission") adopted a set of rules, called [Electric Rule 24](#) ~~or 32~~, applicable to all DRPs providing DR Services to utilities' Bundled Service customers, which can be found in your utility's website.<sup>2</sup> The following are some important highlights of Rule 24, and other applicable CPUC regulations:

**DRP Registration**

All non-utility DRPs must have a valid registration with the Commission and the California Independent System Operator (CAISO) prior to providing DR Service(s). Customers should confirm non-utility DRPs are properly registered and listed on the CPUC website, when considering the DR Services.<sup>3</sup>

**Enrollment with Multiple DRPs or Utility DR Programs**

The CPUC prohibits customer account registration with multiple DRPs at the CAISO for the same period or in DR Service with a non-utility DRP while simultaneously participating in a utility [demand response DR](#) program.<sup>4</sup> You need to notify your DRP to dis-enroll you from your current DR Service or program prior to enrolling with another DRP for the same period.

By enrolling in a DR Service with a non-utility DRP, you understand that you must dis-enroll from ~~a utility PG&E's demand response program(s)~~. [Disenrollment from the DR Services or the utility PG&E's program\(s\) will be subject to any contractual or program obligations currently in effect with your current DR Service or utility PG&E's demand response program\(s\).](#)

<sup>2</sup> *[Insert website link to Rule 24 Tariff of appropriate IOU here OR link all three IOU Rule 24 Tariff]*

<sup>3</sup> You may find registered non-utility DRPs on the CPUC website at: *[Insert link to CPUC registration website]*

<sup>4</sup> Please check with your utility or its website for a complete list of the utility DR programs.

If you are currently on the ~~the {Critical Peak Pricing}~~Peak Day Pricing program, you will be automatically disenrolled from the program upon the enrollment of DR Service and the DRP successfully registering your service account in the CAISO's system. ~~Your utility~~PG&E will place your service account under a new applicable rate schedule, e.g., Time of Use rate. You may lose bill protection under ~~the Peak Day {Critical Peak Pricing program}~~, which may affect your utility bills, and will not be eligible to participate in that utility program or to receive certain protections associated with that program, such as bill protection, until you dis-enroll from DR Service with the non-utility DRP.

**ELECTRIC RULE NO. 24**  
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**Meter Data Access**

All non-utility DRPs must obtain customer approval in order to access your electric usage data and other personal information regarding your service account. Consent is provided through your utility's Customer Information Service (CISR-DRP) form, or other electronic means, if available. You may obtain the CISR-DRP form from your utility or non-utility DRP. The CISR-DRP form also allows you to revoke, at any time, any previously granted authorization, subject to any early termination provisions specified in your contract.

The CISR-DRP form provides you with options to authorize your DRP to access your data, including for a specified period of time or indefinitely, until revoked by you. If you make no election, your utility will assume that your authorization is for an indefinite period of time (per CPUC Resolution E-4599). With your permission, your DRP may also act as your agent to automatically revoke data transmittal on your behalf upon disenrollment from DR Service.

***When discontinuing DR Service with your DRP, it will be YOUR responsibility to REVOKE authorization to STOP the transmittal of your energy usage data and other previously authorized personal information from your utility to the DRP.***

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866-849-8390 (toll free)  
415-703-2074  
[public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov)  
[www.cpuc.ca.gov/PUC/aboutus/Divisions/CSID/Public+Advisor/](http://www.cpuc.ca.gov/PUC/aboutus/Divisions/CSID/Public+Advisor/)

[For detailed instructions on the filing of an informal or formal complaint can be found on the CPUC's website:](https://www.google.com/url?q=http://www.cpuc.ca.gov/NR/rdonlyres/43D7B57B-E8BA-4A04-B563-5F498548C536/0/ComplaintForm20121102.pdf)

<https://www.google.com/url?q=http://www.cpuc.ca.gov/NR/rdonlyres/43D7B57B-E8BA-4A04-B563-5F498548C536/0/ComplaintForm20121102.pdf>

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~~[800-848-5580 \(toll free\)](#)~~

[www.cpuc.ca.gov](http://www.cpuc.ca.gov)

[Energy Division](#)

[DRP Registration](#)

[Insert ~~[specific Rule 24](#)~~[Energy Division](#) website info and Energy Division [staff](#) contact information [on DRP registration](#)]

**[Utility]**

[Insert the utility's contact information]

[Insert specific Rule 24 tariff website]

**[DRP]**

[Insert DRP contact information for customer service or representative]

**PG&E Gas and Electric  
Advice Filing List  
General Order 96-B, Section IV**

1st Light Energy	Douglass & Liddell	OnGrid Solar
AT&T	Downey & Brand	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Praxair
Anderson & Poole	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
BART	GenOn Energy Inc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GenOn Energy, Inc.	SCE
Bartle Wells Associates	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blasing McLaughlin, P.C.	Green Power Institute	SPURR
CENERGY POWER	Hanna & Morton	San Francisco Public Utilities Commission
California Cotton Ginners & Growers Assn	In House Energy	Seattle City Light
California Energy Commission	International Power Technology	Sempra Utilities
California Public Utilities Commission	Intestate Gas Services, Inc.	SoCalGas
California State Association of Counties	K&L Gates LLP	Southern California Edison Company
Calpine	Kelly Group	Spark Energy
Casner, Steve	Linde	Sun Light & Power
Center for Biological Diversity	Los Angeles Dept of Water & Power	Sunshine Design
City of Palo Alto	MRW & Associates	Tecogen, Inc.
City of San Jose	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Clean Power	Marin Energy Authority	TransCanada
Coast Economic Consulting	McKenna Long & Aldridge LLP	Utility Cost Management
Commercial Energy	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
Defense Energy Support Center	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	North America Power Partners	
Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.	